

*Formal Session Agenda
Referrals
5-14-19*

**BUDGET,
FINANCE, AND
AUDIT STANDING
COMMITTEE**

City of Detroit
CITY COUNCIL
COUNCIL PRESIDENT BRENDA JONES

①

BFA

MEMORANDUM

TO: Boysie Jackson, Chief Procurement Officer
City of Detroit

Lawrence Garcia, Corporation Counsel
City of Detroit

CC: Honorable Colleagues
Louise Jones, Senior Clerk
Stephanie Washington, Legislative Liaison

FROM: Council President Brenda Jones *BG*

DATE: May 7, 2019

RE: City of Detroit Bonding and Insurance Requirements

Please review the City of Detroit's current bonding and insurance requirements and provide a report and recommendation on effective solutions to alleviate bonding and insurance barriers in order to enhance construction and rehab contract opportunities for Small Business within the City of Detroit.

If feasible, please draft an ordinance to codify the recommendations.

*Formal Session Agenda
Referrals
5-14-19*

INTERNAL OPERATIONS STANDING COMMITTEE



CITY OF DETROIT
LAW DEPARTMENT

2

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 500
DETROIT, MICHIGAN 48226-3437
PHONE 313•224•4550
FAX 313•224•5505
WWW.DETROITMI.GOV

April 29, 2019

HONORABLE CITY COUNCIL

RE: Mercyland Health Services, et al. (Everette Wilson) v COD
Case No: 18-001914-NF
File No: L18-00188(CLR)

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of THIRTY THOUSAND Dollars and ^{NO}/Cents (\$30,000.00) is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of THIRTY THOUSAND and ^{NO}/Cents (\$30,000.00) and that Your Honorable Body direct the Finance Director to issue a draft in that amount payable to Global Medical Transportation, LLC et al and their attorney, At Law Group, to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No. 18-001914-NF, approved by the Law Department.

Respectfully submitted,

Cheryl Ronk
Assistant Corporation Counsel

APPROVED: MAY 06 2019
LAWRENCE GARCIA
Corporation Counsel

BY:

Yvonne R. Bradley
Supervising Assistant Corporation Counsel

Attachments

CITY CLERK 2019 MAY 06 09:13

R E S O L U T I O N

BY COUNCIL MEMBER _____:

RESOLVED, that settlement of the above matter be and is hereby authorized in the amount of THIRTY THOUSAND Dollars and ^{NO}/Cents (\$30,000.00); and be it further

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of Global Medical Transportation, LLC et al and their attorney, At Law Group, in the amount of THIRTY THOUSAND Dollars and ^{NO}/Cents (\$30,000.00) in full payment for any and all claims which Global Medical Transportation, LLC et al may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about April 5, 2017, and otherwise set forth in Case No.18-001914-NF, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No.18-001914-NF.

APPROVED:
LAWRENCE GARCIA
Corporation Counsel

BY: _____
Yuvonne R. Bradley
Supervising Assistant Corporation Counsel

Approved by City Council: _____

Approved by the Mayor: _____



CITY OF DETROIT
LAW DEPARTMENT



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May 7, 2019

HONORABLE CITY COUNCIL

RE: Shawn Ross v City of Detroit
CASE NO.: 18-002702-NO
FILE NO.: W18-00046

On April 19, 2019, the parties attended a court ordered facilitation in the above-captioned lawsuit. The City of Detroit Law Department requests that this in favor of Plaintiff.

Based upon our review of the facts and particulars of this lawsuit, which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body, it is our considered opinion that settling this lawsuit in the amount of **FORTY THOUSAND FIVE HUNDRED DOLLARS (\$40,500)** is in the best interest of the City of Detroit.

We, therefore, request Your Honorable Body to authorize settlement of the above lawsuit and to direct the Finance Director to issue a draft in the amount of **FORTY THOUSAND FIVE HUNDRED DOLLARS (\$40,500.00)** payable to **Giroux Amburn PC and Shawn Ross**, to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No. **18-002702-NO**, approved by the Law Department.

Respectfully submitted,

/s/Jason T. McFarlane

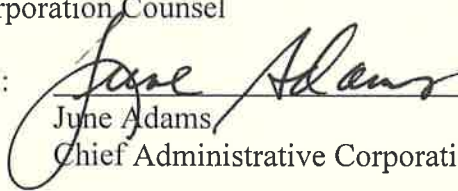
Jason T. McFarlane

Assistant Corporation Counsel

APPROVED: MAY 08 2019

LAWRENCE T. GARCIA
Corporation Counsel

BY:


June Adams

Chief Administrative Corporation Counsel

Attachments

CITY OF DETROIT MAY 08 2019

RESOLUTION

BY COUNCIL MEMBER _____ :

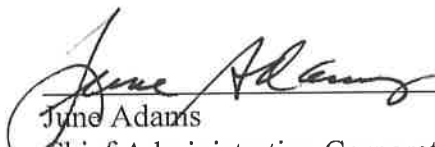
RESOLVED, that the Law Department is hereby authorized to accept settlement in the amount of **FORTY THOUSAND FIVE THOUSAND DOLLARS (\$40,500.00)** in the case of **Shawn Ross v City of Detroit et al**, Wayne County Circuit Court Case No. 18-002702-NO; and be it further

RESOLVED, that in the event Plaintiff accepts the case evaluation, that such acceptance is deemed a settlement, and that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **Giroux Amburn PC and Shawn Ross**, in the amount of **FORTY THOUSAND FIVE THOUSAND DOLLARS (\$40,500.00)** in full payment of any and all claims which plaintiff may have against the City of Detroit by reason of alleged injuries, and that said amount be paid upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No. 17-014375-CD, approved by the Law Department.

APPROVED:

LAWRENCE T. GARCIA
Corporation Counsel

BY:


June Adams
Chief Administrative Corporation Counsel



CITY OF DETROIT
LAW DEPARTMENT

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April 18, 2019

HONORABLE CITY COUNCIL

**RE: Lori Green v City of Detroit
Civil Action Case No: 18-cv-12098**

Representation by the Law Department of the City employees or officers listed below is hereby announced, and we concur with the recommendation of the Head of the Department and believe that the City Council should find and determine that the suit against the Defendant arises out of or involves the performance in good faith of the official duties of such Defendant. We further recommend that the City undertake to indemnify the Defendant if there is an adverse judgment. We therefore, recommend a "YES" vote on the attached resolution.

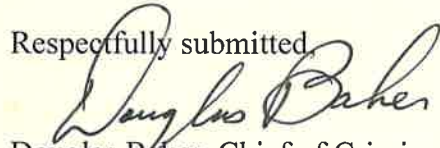
Copies of the relevant documents are submitted under separate cover.

Employee(s) or Officer(s) requesting representation:

P.O. Joi Gary Gaines

Badge No: 2664

Respectfully submitted,


Douglas Baker, Chief of Criminal
Enforcement and Quality of Life

APPROVED:

BY:



LAWRENCE T. GARCIA
CORPORATION COUNSEL

DB/sb

Attachments

CITY CLERK 2019 MAY 8 AM 10:35

RESOLUTION

By Council Member

:

RESOLVED, that the Law Department is hereby authorized under Section 13-11-1 et. seq. of the Municipal Code of the City of Detroit and in accordance with the foregoing communication to provide legal representation and indemnification to the following Employees or Officers in the lawsuit **Lori Green v City of Detroit, Civil Case No. 18-cv-12098.**

P.O. Joi Gary Gaines

Badge No: 2664

APPROVED:

BY:

Lawrence T. Garcia
LAWRENCE T. GARCIA
CORPORATION COUNSEL



CITY OF DETROIT
LAW DEPARTMENT



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April 22, 2019

HONORABLE CITY COUNCIL

**RE: Sidney Bonner v City of Detroit
Civil Action Case No: 18-014131-NI**

Representation by the Law Department of the City employees or officers listed below is hereby announced, and we concur with the recommendation of the Head of the Department and believe that the City Council should find and determine that the suit against the Defendant arises out of or involves the performance in good faith of the official duties of such Defendant. We further recommend that the City undertake to indemnify the Defendant if there is an adverse judgment. We therefore, recommend a "YES" vote on the attached resolution.

Copies of the relevant documents are submitted under separate cover.

Employee(s) or Officer(s) requesting representation:

P.O. Michael Truman

Badge No: 4225

Respectfully submitted,

Douglas Baker, Chief of Criminal
Enforcement and Quality of Life

APPROVED:

BY:

LAWRENCE T. GARCIA
CORPORATION COUNSEL

DB/sb

Attachments

CITY CLERK 2019 MAY 6 PM 3:06

RESOLUTION

By Council Member _____ :

RESOLVED, that the Law Department is hereby authorized under Section 13-11-1 et. seq. of the Municipal Code of the City of Detroit and in accordance with the foregoing communication to provide legal representation and indemnification to the following Employees or Officers in the lawsuit **Sidney Bonner v City of Detroit, Civil Case No. 18-014131-NI**

P.O. Michael Truman

Badge No: 4225

APPROVED:

BY:



LAWRENCE T. GARCIA
CORPORATION COUNSEL



CITY OF DETROIT
LAW DEPARTMENT

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April 23, 2019

HONORABLE CITY COUNCIL

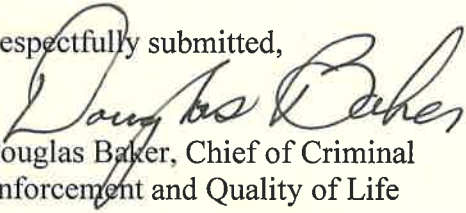
**RE: William Watson v City of Detroit
Civil Action Case No: 18-015879 NF**

Representation by the Law Department of the City employees or officers listed below is hereby announced, and we concur with the recommendation of the Head of the Department and believe that the City Council should find and determine that the suit against the Defendant arises out of or involves the performance in good faith of the official duties of such Defendant. We further recommend that the City undertake to indemnify the Defendant if there is an adverse judgment. We therefore, recommend a "YES" vote on the attached resolution. Copies of the relevant documents are submitted under separate cover.

Employee(s) or Officer(s) requesting representation:

TEO Jason Green

Respectfully submitted,


Douglas Baker, Chief of Criminal
Enforcement and Quality of Life

APPROVED:

BY:



LAWRENCE T. GARCIA
CORPORATION COUNSEL

DB/sb

Attachments

CITY CLERK 2019 MAY 8 PM 3:06

RESOLUTION

By Council Member _____ :

RESOLVED, that the Law Department is hereby authorized under Section 13-11-1 et. seq. of the Municipal Code of the City of Detroit and in accordance with the foregoing communication to provide legal representation and indemnification to the following Employees or Officers in the lawsuit **William Watson v City of Detroit, Civil Case No. 18-015879 NF.**

TEO Jason Green

APPROVED:

BY:



LAWRENCE T. GARCIA
CORPORATION COUNSEL



CITY OF DETROIT
LAW DEPARTMENT

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May 7, 2019

HONORABLE CITY COUNCIL

RE: Brenda Davis v City of Detroit
CASE NO.: 18-006783-CD
FILE NO.: W18-00088

On April 23, 2019, a case evaluation panel evaluated the above-captioned lawsuit and awarded **THIRTY FIVE THOUSAND DOLLARS (\$35,000.00)** in favor of Plaintiff. The parties have until Monday, May 20, 2019, to either accept or reject the case evaluation. Failure to file a written acceptance or rejection within this period constitutes a rejection.

Based upon our review of the facts and particulars of this lawsuit, which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body, it is our considered opinion that acceptance of the case evaluation award is in the best interest of the City of Detroit.

We, therefore, request Your Honorable Body to authorize acceptance of the case evaluation award; and, in the event that Plaintiff accepts the award, to deem such acceptance as a settlement and to direct the Finance Director to issue a draft in the amount of **THIRTY FIVE THOUSAND DOLLARS (\$35,000.00)** payable to **Razor Law Firm, PLLC, Attorneys for Plaintiff and Brenda Davis**, to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No. **18-006783-CD**, approved by the Law Department.

Respectfully submitted,

/s/Jason T. McFarlane

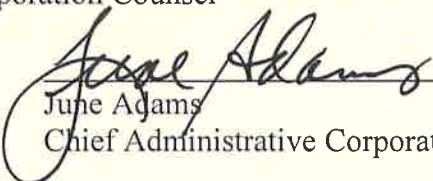
Jason T. McFarlane

Assistant Corporation Counsel

APPROVED: MAY 08 2019

LAWRENCE T. GARCIA
Corporation Counsel

BY:


June Adams
Chief Administrative Corporation Counsel

Attachments

CITY CLERK 2019 MAY 8 PM 3:35

RESOLUTION

BY COUNCIL MEMBER _____ :

RESOLVED, that the Law Department is hereby authorized to accept the case evaluation in the amount of **THIRTY FIVE THOUSAND DOLLARS (\$35,000.00)** in the case of **Brenda Davis v City of Detroit et al**, Wayne County Circuit Court Case No. 18-006783-CD; and be it further

RESOLVED, that in the event Plaintiff accepts the case evaluation, that such acceptance is deemed a settlement, and that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **Rasor Law Firm, PLLC, Attorneys for Plaintiff and Brenda Davis**, in the amount of **THIRTY FIVE THOUSAND DOLLARS (\$35,000.00)** in full payment of any and all claims which plaintiff may have against the City of Detroit by reason of alleged injuries, and that said amount be paid upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No. 18-006783-CD, approved by the Law Department.

APPROVED:

LAWRENCE T. GARCIA
Corporation Counsel

BY:


June Adams
Chief Administrative Corporation Counsel



CITY OF DETROIT
LAW DEPARTMENT

8

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PHONE 313•224•4550
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Date: May 6, 2019

To: Honorable City Council

From: Law Department

Re: Law Department Report on MVA Settlements as authorized by resolution of the Detroit City Council.

The Law Department has submitted a privileged and confidential memorandum regarding the above-referenced matter. Please submit this item for referral so that Council may consider any action that is necessary.

CITY CLERK 2019 MAY 6 PM 3:57



9

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 316
Detroit, Michigan 48226

Phone 313•224•3710
Fax 313•224•1750
www.detroitmi.gov

May 6, 2019

Honorable City Council

Subject: Request to Amend the Official Compensation Schedule

Recommendation is submitted to amend the 2018 – 2019 Official Compensation Schedule to include the pay ranges for the following new Talent Development and Performance Management classifications:

CLASS CODE	CLASS TITLE	SALARY
13-115051	Talent Development and Performance Management Analyst I	\$45,612 - \$53,507
13-115052	Talent Development and Performance Management Analyst II	\$54,334 - \$72,923
13-115053	Talent Development and Performance Management Analyst III	\$75,333 - \$98,804
13-115054	Talent Development and Performance Management Analyst IV	\$84,461 - \$110,775

Rationale:

Request was submitted from Iris Ware, Chief Learning Officer.

Rationale:

The above recommendations are made to appropriately classify the positions based upon investigation and review of work currently performed.

To determine the appropriate salary ranges for the new classifications, a market study was conducted using data from external survey sources. Based on the results, Classification and Compensation recommends the above listed salary ranges. The proposed salaries are subject to City Council approval.

Respectfully submitted,

Denise Starr

Denise Starr
Human Resources Director

DS/bvt

Attachments

cc: Budget Department
Mayor's Office

CITY CLERK 2019 MAY 7 PM 1:20

BY COUNCIL MEMBER _____

RESOLVED, That the 2018 - 2019 Official Compensation Schedule is hereby amended to reflect the following pay ranges, effective upon Council's approval.

CLASS CODE	CLASS TITLE	SALARY
13-115051	Talent Development and Performance Management Analyst I	\$45,612 - \$53,507
13-115052	Talent Development and Performance Management Analyst II	\$54,334 - \$72,923
13-115053	Talent Development and Performance Management Analyst III	\$75,333 - \$98,804
13-115054	Talent Development and Performance Management Analyst IV	\$84,461 - \$110,775

RESOLVED, That the Finance Director is hereby authorized to honor payrolls and vouchers in accordance with this resolution, the above communication and standard City of Detroit practices.

City of Detroit
Classification/Compensation Division
Classification/Compensation Notification Form

Requesting Department: <u>Human Resources</u>	Division: <u>Talent Development and Performance Management</u>															
Requester Name: <u>Iris Ware, Chief Learning Officer</u>																
Date of Receipt <u>12/6/2018</u>																
Work Order Number <u>#2018-138</u>	P.L.#:															
Action Taken																
<input type="checkbox"/> Specification Maintained <input type="checkbox"/> Specification Updated <input checked="" type="checkbox"/> New Specification <input checked="" type="checkbox"/> Other: <u>New Classifications</u>	<input type="checkbox"/> Position Maintained <input checked="" type="checkbox"/> Positions Reallocated <input type="checkbox"/> Position Allocated <input type="checkbox"/> Position Deletion															
Explanation: This is to advise you that the Human Resources Department is making the following recommendations based on investigation and analysis by the Classification/Compensation Division of this Department:																
1. The following new Talent Development and Performance Management class titles and class codes be adopted:																
<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 15%;">CLASS CODE</th><th style="width: 55%;">CLASS TITLE</th><th style="width: 30%;">SALARY</th></tr></thead><tbody><tr><td>13-115051</td><td>Talent Development and Performance Management Analyst I</td><td>\$45,612 - \$53,507</td></tr><tr><td>13-115052</td><td>Talent Development and Performance Management Analyst II</td><td>\$54,334 - \$72,923</td></tr><tr><td>13-115053</td><td>Talent Development and Performance Management Analyst III</td><td>\$75,333 - \$98,804</td></tr><tr><td>13-115054</td><td>Talent Development and Performance Management Analyst IV</td><td>\$84,461 - \$110,775</td></tr></tbody></table>		CLASS CODE	CLASS TITLE	SALARY	13-115051	Talent Development and Performance Management Analyst I	\$45,612 - \$53,507	13-115052	Talent Development and Performance Management Analyst II	\$54,334 - \$72,923	13-115053	Talent Development and Performance Management Analyst III	\$75,333 - \$98,804	13-115054	Talent Development and Performance Management Analyst IV	\$84,461 - \$110,775
CLASS CODE	CLASS TITLE	SALARY														
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13-115053	Talent Development and Performance Management Analyst III	\$75,333 - \$98,804														
13-115054	Talent Development and Performance Management Analyst IV	\$84,461 - \$110,775														
2. The 2018 – 2019 Official Compensation Schedule be amended to include the above pay ranges.																
3. The attached job specification for the above mentioned class titles be adopted.																
4. That two (2) positions of Talent Development and Performance Management Analyst (07-10-50) be reallocated to two (2) positions of Talent Development and Performance Management Analyst III (13-115053) in the Talent Development and Performance Management Division of the Human Resources Department.																
SUBJECT TO CITY COUNCIL APPROVAL																
Classification/Compensation Analyst: <u>Brenda VanTull</u> <i>Brenda VanTull</i>	Date: <u>5/6/19</u>															
Chief Classification/Compensation Officer: <u>Nicole Smith</u> <i>Nicole Smith</i>	Date: <u>5/7/19</u>															
Human Resources Director: <u>Denise Starr</u> <i>Denise Starr</i>	Date: <u>5/7/19</u>															

CC: Labor Relations
Payroll Audit
Budget
Ulti-Pro Updates

**City of Detroit
JOB SPECIFICATION**

TALENT DEVELOPMENT AND PERFORMANCE MANAGEMENT ANALYST

OCCUPATIONAL INFORMATION

This position is in the Professional Service in the City of Detroit and reports to the Talent Development and Performance Management Manager. The incumbent exercises responsibility for the design, development and implementation of City-wide talent development and performance management, and measurement systems. They perform organizational studies and evaluations to ensure consistency among agency initiatives and activities and overall strategic priorities. Talent Development and Performance Management Analysts in this position must possess the necessary knowledge and information to provide ongoing support to management and employees while understanding and being able to apply the laws and regulations provided by the City, State and Federal government agencies.

Major Talent Development and Performance Management Analyst Functions

The major functions performed by a Talent Development and Performance Management Analyst include the development, application and resolution of issues and concerns regarding the roles and responsibilities associated with the development and application of Talent Development and Performance Management policies and procedures. The Talent Development and Performance Management Analyst reports through the Talent Development and Performance Management Manager.

DEFINITION OF CLASS

The Talent Development and Performance Management Analyst class includes all positions whose duties are to perform and support the application and execution of established policies, procedures and processes. The Talent Development and Performance Management Analyst must have a detailed understanding of the knowledge, and theory of performance management, employee development and instructional design and how they apply to employees of the City of Detroit. They must understand, represent and apply pre-established initiatives to the full range of their knowledge and ability

MAJOR JOB DUTIES: (Illustrative)

- Acts as project manager, facilitator and instructional designer for intervention design, development, implementation and evaluation.
- Collects data through interviews, on-site surveys and observations of work flow and processes, examinations of operational records and reports and research of organizational and operational principles and practices.
- Consults with customer department(s) on training, employee development, performance management and succession including facets of progression planning, organizational development, employee and labor/management problems related programs.
- Counsels and advises managers, supervisors and employees on talent development and performance management, policies and procedures, and other performance improvement interventions.
- Establishes and maintains relationships with key customer representatives.
- Evaluates existing systems and procedures and develops new and innovative approaches.
- Evaluates performance, counsels employees on performance and works with employees on professional development and performance improvement.

City of Detroit
JOB SPECIFICATION

TALENT DEVELOPMENT AND PERFORMANCE MANAGEMENT ANALYST

- Examines the service goals and delivery of agencies for consistency with Mayoral strategic objectives.
- Investigates and analyzes complex proposed departmental reorganizations of City departments.
- Performs gap analysis including, but not limited to, developing and implementing methods to evaluate current systems and identify critical areas for improvement.
- Prepares complex comprehensive statistical and narrative reports including, but not limited to, organization charts, flow diagrams, graphic presentations, charts, and spreadsheets.
- Recommends changes to agency priorities and strategies for alignment with Mayoral strategic objectives.
- Resolves the more difficult issues relating to the application of processes, policies, procedures and custom learning and performance improvement interventions.
- Serves as liaison between customer department(s) and the Talent Development and Performance Management Department by communicating and facilitating the resolution of departmental Talent Development and Performance Management needs.
- Works with and among departments and agencies in implementing changes to operational strategies.

Talent Development and Performance Management Analyst I - This is the entry-level in this series. Incumbents assist higher-level professionals in the conduct of their duties and/or perform specific tasks for a program area or group of customers. Work is reviewed at frequent intervals for accuracy, adherence to goals, and technical soundness.

Talent Development and Performance Management Analyst II - This is the full-performance level in this series. It is distinguished by the performance of the full range of duties assigned to the Talent Development and Performance Management Analyst II, often with limited guidance from higher level professionals. The work of the Talent Development and Performance Management Analyst II is reviewed only as appropriate for the specific task or program.

Talent Development and Performance Management Analyst III - This is the senior technical level of this series in which an employee acts as a subject matter expert and/or in a leadership role. It is distinguished from the Talent Development and Performance Management Analyst II class by the performance of duties with a wider scope and impact. For example, a Talent Development and Performance Management Human Resource Analyst III employee often performs duties which have City-wide impact and involve working with a wide variety of individuals and groups with different needs/concerns. The work of a Talent Development and Performance Management Analyst III is reviewed on an as-needed basis.

Talent Development and Performance Management Analyst IV – This is the advanced senior level of this series. It is distinguished from the Talent Development and Performance Management Analyst III class by the broader scope of duties with wider scope and impact, and independent discretion used in decision making. The work of a Talent Development and Performance Management Analyst IV exhibits advanced levels of proficiency and initiative and assumes additional responsibility over and above their job description. This position may oversee or supervise the work of others within the function.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge Of:

- Assessment and training techniques for talent development and performance management.

**City of Detroit
JOB SPECIFICATION**

TALENT DEVELOPMENT AND PERFORMANCE MANAGEMENT ANALYST

- Basic knowledge of Lean for office and services and process improvement principles.
- Budgetary concepts and procedures.
- Capabilities and applications of ERP, HRIS, LMS and other related information technology systems that support and integrate talent development and performance management.
- HRIS and LMS systems interfaces with talent development and performance management processes and procedures.
- Instructional design, curriculum development, human performance technology, training, adult learning theory, instructional strategy and methodology.
- Laws, policies, and procedures related to talent development, performance management and human resources management.
- Management principles and practices affecting human resources administration.
- Methods of assessing organizational performance.
- Methods of researching and identifying best practices.
- Occupations and their supporting sciences and competencies.
- Performance evaluation models and processes.
- Principles and methods of curriculum development and training design.
- Principles and techniques of analysis and design and process improvement.
- Principles and theories of organizational analysis and design and business principles and practices as they relate to public administration.
- Project management and practices, principals and application.
- Succession planning models, methodologies and processes.
- Talent development and performance management best and leading practices.
- Talent development and performance management interfaces within the employee lifecycle.

Skill in:

- Change management.
- Conducting research and investigations.
- Coordinating and expediting processes and activities involving multiple organizational levels and contacts.
- Effective delivery of oral presentations.
- Encouraging teamwork and employee cooperation.
- Interpretation of data and statistics.
- Operating a personal computer and utilizing common word processing, database, spreadsheet, presentation, project management and work related software.
- Oral and written communication including developing and delivering presentations.
- Originating and managing grants.
- Performing statistical computations and correlation analyses.
- Preparing statistical statements and exhibits.
- Project management.
- The identification and resolution of general operational and procedural problems related to work process review analyses.
- Translating complicated and voluminous data and data assessments into concise, objective and credible reports and recommendations.
- Writing detailed and specialized reports.

City of Detroit
JOB SPECIFICATION

TALENT DEVELOPMENT AND PERFORMANCE MANAGEMENT ANALYST

Ability to:

- Assume individual accountability for achieving unit or team goals.
- Bring focus and perspective to group and team projects.
- Communicate effectively in writing.
- Communicate effectively orally with tact and diplomacy.
- Concurrently manage multiple priorities, projects and staff under varying time constraints and completion expectations.
- Develop and maintain effective working relationships.
- Develop precise, accurate reports.
- Function effectively as a team leader.
- Organize and prioritize the work of others to assure timely and effective completion of assignments and attainment of goals.
- Perform in a consultative and advisory capacity.
- Respond to workplace dynamics in a timely, visionary and proactive manner.

SUPERVISORY CONTROLS

The level and nature of the supervision given to Talent Development and Performance Management Analysts will vary depending on their experience and level, i.e. whether they are entry, intermediate, or advanced professionals. Supervision may be close up to cursory.

Talent Development and Performance Management Analyst I - At the entry-level, the Talent Development and Performance Management Analyst I works as instructed and consults with the supervisor, higher grade management levels or other designated authority on matters not specifically covered in original instructions. All work is closely controlled either through the structured nature of the work itself, through review in-progress, or through review of completed work for accuracy. Adherence to instructions and established procedures is required.

Talent Development and Performance Management Analyst II - At the intermediate level the Talent Development and Performance Management Analyst II, higher grade Talent Development and Performance Management Analysts or Managers may provide standing instructions on recurring assignments, applicable policies and procedures to follow, quality and quantity of work expected, deadlines, and priority assignments.

Talent Development and Performance Management Analyst III - At the advanced level, the Talent Development and Performance Management Analyst III takes initiative to perform recurring or individual assignments. The Talent Development and Performance Management Analyst III also resolves recurring problems independently (i.e. investigates recurring policy and procedure issues, obtains missing information and explains procedural requirements). The Talent Development and Performance Management Analyst III refers situations not covered by instructions or precedents to the Talent Development and Performance Management Manager for decision or help.

Talent Development and Performance Management Analyst IV - This is the advanced senior level of this series. At this level, the Talent Development and Performance Management Analyst IV is considered an authority in their area of expertise and displays a great deal of skill, knowledge and mastery of the job and the responsibilities included in the roles of the Level I, II, and III positions. They are looked to as subject matter experts and become resources for all other levels within the job family. Employees at this level are viewed as knowledge experts and are candidates for the next level of responsibility within the function and their organization. They often assume additional

City of Detroit
JOB SPECIFICATION

TALENT DEVELOPMENT AND PERFORMANCE MANAGEMENT ANALYST

responsibility over and above their job description and exhibit advanced levels of proficiency and initiative. This position oversees or supervises the work of others within the function.

GUIDELINES

Guidelines exist for Talent Development and Performance Management Analysts. The differences in levels is determined by the judgment required to identify which guidelines to use, how to interpret the guidelines, and the ability to make judgments with missing, incomplete, or conflicting information. Guidelines exist in the form of agency regulations, legislations, procedures, contracts, manuals and requirements; local, state, and federal rules and regulations.

COMPLEXITY

The complexity of the work derives from the nature, number, variety, and intricacy of tasks, steps, processes, or methods in the work performed; the difficulty in identifying what needs to be done; and the difficulty and originality involved in performing the work. Work complexity is further driven by the policies and procedures that guide the work or from communications with City employees unfamiliar with talent management and performance management as well as Employee Services and Human Resource Management; and the ability to translate these processes into reports easily understood by people without employee services, human resources and talent development and performance management backgrounds.

SCOPE AND EFFECT

The scope and effect of the work centers on support to the function and to the Talent Development and Performance Management Manager, other Managers or General Managers, the Chief Learning Officer or other designated authorities in the development, interpretation, application and management of policies and procedures. The accuracy and timeliness of the work impacts on the reliability of the daily output of the individual.

PERSONAL CONTACTS

At the Talent Development and Performance Management Analyst I level, contacts are usually with supervisors and managers within the City of Detroit internal structure in the immediate organizational unit or in closely related support units. Contacts are with supervisors and managers outside the organization or with other members of the management team in highly structured situations. At the Talent Development and Performance Management Analyst II and Talent Development and Performance Management Analyst III level, contacts are with executives, officials, managers, and/or professionals including agencies and outside organizations as they apply to the administration of policies and procedures in the development and performance management of the employees of the City of Detroit.

PURPOSE OF CONTACTS

At the entry level, the purpose of the Talent Development and Performance Management Analyst I is to assist in the understanding and application of talent development and performance management processes and procedures. At the Talent Development and Performance Management Analyst II and III levels, the purpose of contacts is to influence, motivate, and persuade program managers and other officials in positions of decision-making authority to follow a recommended course of action

**City of Detroit
JOB SPECIFICATION**

TALENT DEVELOPMENT AND PERFORMANCE MANAGEMENT ANALYST

consistent with established employee services, human resources and Talent Development and Performance Management and management policies, requirements, objectives and regulations.

PHYSICAL DEMANDS

The work is characterized as sedentary. Typically Talent Development and Performance Management Analysts sit comfortably to do their work, interspersed by brief periods of walking, standing, bending, and extended periods requiring the use of computer terminals and technology to accomplish work objectives. Classroom delivery and standing may often be required in this position.

WORK ENVIRONMENT

Work is performed in a comfortable office environment which is appropriately lighted, heated and cooled. The work environment contains no significant hazards. Some work may require walking and standing in conjunction with travel to and attendance at meetings and conferences away from the work site.

MINIMUM QUALIFICATIONS

These minimum qualifications establish the education, training, experience, special skills, and/or license(s) which are required for employment in the classification. Minimum qualifications increase based on the level of the position. Note: additional qualifications (i.e. special conditions) may apply to a particular position.

Education

Bachelor's degree with a major in instructional design, adult learning theory, human resources management, organizational development, or a related field.

Experience

Employees in this class are expected to remain current in talent development and performance management best practices and legal requirements and will be required to participate in continuing education and training opportunities.

Talent Development and Performance Analyst I - One to three (1-3) years of talent development and performance management experience with increasing levels of responsibility and authority, in any combination of the following components: instructional design, adult learning theory, employee services, human resource management, training and development, and organizational development; preferably some experience as a team or project leader.

Talent Development and Performance Analyst II - Increased levels of responsibility and two to three (2-3) years of talent development and performance management experience with additional levels of responsibility and authority, in any combination of the following components: instructional design, adult learning theory, employee services, human resource management, training and development, and organizational development; preferably some experience as a team or project leader.

Talent Development and Performance Analyst III - Advanced levels of responsibility and three to four (3-4) years of talent development and performance management experience with additional

City of Detroit
JOB SPECIFICATION

TALENT DEVELOPMENT AND PERFORMANCE MANAGEMENT ANALYST

levels of responsibility and authority, in any combination of the following components: instructional design, adult learning theory, employee services, human resource management, training and development, and organizational development; preferably some experience as a team or project leader.

Talent Development and Performance Analyst IV – Significantly advanced levels of responsibility and four to five (4-5) years of talent development and performance management experience with additional levels of responsibility and authority, in any combination of the following components: instructional design, adult learning theory, employee services, human resource management, training and development, and organizational development; with experience as a team or project leader.

Equivalency

Equivalent combinations of education and experience may be substituted to meet the education and experience requirement of this position.

LICENSE, CERTIFICATION AND OTHER SPECIAL REQUIREMENTS

- May be required to periodically participate in continuing education opportunities in related professional development categories.
- Designations from the Association for Talent Development (ATD), International Society for Performance Improvement (ISPI), International Personnel Management Association – HR (IPMA-HR), Society for Human Resource Management Certified Professional (SHRM-CP) or Senior Certified Professional (SHRM-SCP) Certification preferred.
- Candidates considered for placement in this classification may be subject to a Criminal Background Investigation based on the requirements of the position.

The above statements describe the general nature and level of work performed by employees assigned to the class. Incumbents may be required to perform job-related responsibilities and tasks other than those stated in this specification. Essential duties may vary from position to position.

CODE DESIGNATIONS

Series: Talent Development and Performance Management Analyst

Class Code: 13-115051, 13-115052, 13-115053, 13-115054

EEO Code: 2

Date Established: xx/xx/2019



Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 316
Detroit, Michigan 48226

Phone 313•224•3710
Fax 313•224•1750
www.detroitmi.gov

May 6, 2019

Honorable City Council

Subject: **Request to Amend the Official Compensation Schedule**

Recommendation is submitted to amend the 2018 – 2019 Official Compensation Schedule to include the pay ranges for the following new appointive Media Services classifications:

CLASS CODE	CLASS TITLE	SALARY	STEP CODE	BARGAINING UNIT
931550	Digital and Social Media Manager	\$50,000 - \$70,000	K	9020
931551	Digital and Social Media Specialist	\$44,936 - \$60,664	K	9021
931553	Managing Editor	\$52,880 - \$79,320	K	9020
931554	Special Events Administrator	\$45,417 - \$63,583	K	9020
931555	Writer Producer	\$47,917 - \$67,083	K	9020

Request was submitted from Linda Vinyard, Media Services Director.

Media Services informed the Classification and Compensation Division of Human Resources that several Communication Specialist employees were working out of the scope of the Communication Specialist classification. Subsequently, a job analysis was performed to determine the appropriate job classification.

The job analysis revealed that the classifications were indeed working out of the scope of the Communication Specialist classification and therefore, the above new appointive classifications are recommended for adoption.

To determine the appropriate salary ranges for the new classifications, a market study was conducted using data from external survey sources. Based on the results, Classification and Compensation recommends the above listed salary ranges. The proposed salaries are subject to City Council approval.

Respectfully submitted,

Denise Starr
Denise Starr
Human Resources Director

DS/bvt

Attachments

cc: Budget Department
Mayor's Office

CITY CLERK 2019 MAY 7 PM 4:20

BY COUNCIL MEMBER_____

RESOLVED, That the 2018 - 2019 Official Compensation Schedule is hereby amended to reflect the following pay ranges, effective upon Council's approval.

CLASS CODE	CLASS TITLE	SALARY	STEP CODE	BARGAINING UNIT
931550	Digital and Social Media Manager	\$50,000 - \$70,000	K	9020
931551	Digital and Social Media Specialist	\$44,936 - \$60,664	K	9021
931553	Managing Editor	\$52,880 - \$79,320	K	9020
931554	Special Events Administrator	\$45,417 - \$63,583	K	9020
931555	Writer Producer	\$47,917 - \$67,083	K	9020

RESOLVED, That the Finance Director is hereby authorized to honor payrolls and vouchers in accordance with this resolution, the above communication and standard City of Detroit practices.

City of Detroit
Classification/Compensation Division
Classification/Compensation Notification Form

Requesting Department: <u>Media Services</u>	Division:																														
Requester Name: <u>Linda Vinyard, Media Services Director</u>																															
Date of Receipt <u>2/12/2019</u>																															
Work Order Number <u>#2019-044</u>	P.L.#:																														
Action Taken																															
<input type="checkbox"/> Specification Maintained <input type="checkbox"/> Specification Updated <input type="checkbox"/> New Specification <input checked="" type="checkbox"/> Other: <u>New Classifications</u>	<input type="checkbox"/> Position Maintained <input type="checkbox"/> Positions Reallocated <input type="checkbox"/> Position Allocated <input type="checkbox"/> Position Deletion																														
Explanation: This is to advise you that the Human Resources Department is making the following recommendations based on investigation and analysis by the Classification/Compensation Division of this Department:																															
1. The following new appointive Media Services class titles and class codes be adopted:																															
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 10%;">CLASS CODE</th> <th style="width: 30%;">CLASS TITLE</th> <th style="width: 20%;">SALARY</th> <th style="width: 10%;">STEP CODE</th> <th style="width: 30%;">BARGAINING UNIT</th> </tr> </thead> <tbody> <tr> <td>931550</td> <td>Digital and Social Media Manager</td> <td>\$50,000 - \$70,000</td> <td>K</td> <td>9020</td> </tr> <tr> <td>931551</td> <td>Digital and Social Media Specialist</td> <td>\$44,936 - \$60,664</td> <td>K</td> <td>9021</td> </tr> <tr> <td>931553</td> <td>Managing Editor</td> <td>\$52,880 - \$79,320</td> <td>K</td> <td>9020</td> </tr> <tr> <td>931554</td> <td>Special Events Administrator</td> <td>\$45,417 - \$63,583</td> <td>K</td> <td>9020</td> </tr> <tr> <td>931555</td> <td>Writer Producer</td> <td>\$47,917 - \$67,083</td> <td>K</td> <td>9020</td> </tr> </tbody> </table>		CLASS CODE	CLASS TITLE	SALARY	STEP CODE	BARGAINING UNIT	931550	Digital and Social Media Manager	\$50,000 - \$70,000	K	9020	931551	Digital and Social Media Specialist	\$44,936 - \$60,664	K	9021	931553	Managing Editor	\$52,880 - \$79,320	K	9020	931554	Special Events Administrator	\$45,417 - \$63,583	K	9020	931555	Writer Producer	\$47,917 - \$67,083	K	9020
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2. The 2018 – 2019 Official Compensation Schedule be amended to include the above pay ranges.																															
SUBJECT TO CITY COUNCIL APPROVAL																															
Classification/Compensation Analyst: <u>Brenda VanTull</u> <i>Brenda VanTull</i>	Date: <u>5/6/19</u>																														
Chief Classification/Compensation Officer: <u>Nicole Smith</u> <i>Nicole Smith</i>	Date: <u>5/7/19</u>																														
Human Resources Director: <u>Denise Starr</u> <i>Denise Starr</i>	Date: <u>5/7/19</u>																														

CC: Labor Relations
Payroll Audit
Budget
Ulti-Pro Updates



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May 6, 2019

Honorable City Council

Subject: **Request to Amend the Official Compensation Schedule**

Recommendation is submitted to amend the 2018 – 2019 Official Compensation Schedule to include the following pay ranges, subject to City Council approval:

Class Code	Classification	Current Salary		Recommended Rate of Pay	
		Min	Max	Min	Max
19-30-35	Principal Graphic Designer	\$42,445	\$59,465	\$48,167	\$67,433
19-30-40	Principal Graphic Designer - DDOT	\$42,445	\$59,465	\$48,167	\$67,433
19-30-25	Graphic Designer	\$32,989	\$46,122	\$43,167	\$60,433

Request:

The above recommendation was occasioned by a request from Linda Vinyard, Media Services Director.

Rationale:

The above request and recommendations are based on the ability to attract and retain essential personnel and to improve the operations of the Media Services Department.

To determine the appropriate salary ranges for the classifications, a market study was conducted using data from external survey sources. As the Principal Graphic Designer-DDOT is a sub-class of the Principal Graphic Designer classification, the same salary adjustment is recommended to maintain internal equity.

The proposed salaries are essential for recruitment and retention purposes and are based on the City of Detroit's ability to fund the increase. The proposed salary adjustments are subject to City Council approval. Respectfully submitted,

Denise Starr
Human Resources Director

DS/bvt

Attachments

cc: Budget Department
Mayor's Office

CITY CLERK 2019 MAY 7 PM 1:20

BY COUNCIL MEMBER _____

RESOLVED, That the 2018 - 2019 Official Compensation Schedule is hereby amended to reflect the following pay range, effective upon Council's approval.

Class Code	Classification	Current Salary		Recommended Rate of Pay	
		Min	Max	Min	Max
19-30-35	Principal Graphic Designer	\$42,445	\$59,465	\$48,167	\$67,433
19-30-40	Principal Graphic Designer - DDOT	\$42,445	\$59,465	\$48,167	\$67,433
19-30-25	Graphic Designer	\$32,989	\$46,122	\$43,167	\$60,433

RESOLVED, That the Finance Director is hereby authorized to honor payrolls and vouchers in accordance with this resolution, the above communication and standard City of Detroit practices.

City of Detroit
Classification/Compensation Division
Classification/Compensation Notification Form

Requesting Department: <u>Media Services</u>	Division:																												
Requester Name: <u>Linda Vinyard, Media Services Director</u>																													
Date of Receipt: <u>2/12/19</u>																													
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Action Taken																													
<input type="checkbox"/> Specification Maintained <input type="checkbox"/> Specification Updated <input type="checkbox"/> New Specification <input checked="" type="checkbox"/> Other: <u>Wage Survey & Salary Adjustment</u>	<input type="checkbox"/> Position Maintained <input checked="" type="checkbox"/> Positions Reallocated <input type="checkbox"/> Position Allocated <input type="checkbox"/> Position Deletion																												
Explanation: This is to advise you that the Human Resources Department is making the following recommendations based on investigation and analysis by the Classification and Compensation Division of this Department:																													
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2. That (1) position of Communications Specialist II – Media Services (93-15-25) be reallocated to Graphic Designer (19-30-25) in Media Services.																													
Subject to City Council approval.																													
Classification and Compensation Analyst:	<u>Brenda VanTull</u> <i>Brenda VanTull</i> Date: <u>5/6/19</u>																												
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CC: Payroll Audit
Budget
Ulti Updates
Labor Relations



12

CITY OF DETROIT
OFFICE OF INSPECTOR GENERAL

OFFICE OF THE
DETROIT CITY CLERK
2019 MAY -7 A 11: 35

Ellen Ha, Esq.
Inspector General

May 7, 2019

Via Email, Certified Return-Receipt and First Class Mail

Andrew M. Friedman
Shulman Rogers
12505 Park Potomac Avenue, 6th Floor
Potomac, Maryland 20854

David F. DuMouchel, Esq.
George Donnini, Esq.
Butzel Long
Stoneridge West
41000 Woodward Avenue
Bloomfield Hills, Michigan 48304

RE: Report of Administrative Hearing and Final Determination of OIG Investigation File Nos. 16-0071 INV and 18-0030-INV

Dear Messrs. Friedman, DuMouchel and Donnini:

This letter is being sent to your attention in accordance with Sections 18-11-7, 8 and 9 of the City of Detroit Debarment Ordinance to provide you with a copy of the City of Detroit Office of the Inspector General (OIG)'s Report of the Administrative Hearing and the Final Determination pertaining to the OIG Investigation File Nos. 16-0071-INV and 18-0030-INV. Please be advised that after having fully investigated this matter, the OIG has determined and is recommending that:

- 1) **Ram Kancharla** be debarred for a **period of 20 years** for the reasons stated in the attached report **effective September 30, 2016 and ending on September 30, 2036;** and
- 2) **Computech Corporation** (Computech) be debarred for a **period of 10 years** for the reasons stated in the attached report **effective September 30, 2016 and ending on September 30, 2026.**

As such, pursuant to Section 18-11-9 of the City of Detroit, we are filing a copy of this letter, along with the attached OIG's Report of the Administrative Hearing and the Final Determination with the City Clerk for transmission to City Council. The reasons for the recommended debarment for Mr. Kancharla and Computech are contained in the attached OIG's Report.

Please note, pursuant to Section 18-11-4, no debarred contractor is eligible to serve as a subcontractor or as a goods, services or materials supplier for any City contract. This includes providing equipment, land, and employees to a City of Detroit contractor.

Therefore, in accordance with Section 18-11-7(b)(4), attached please find the City of Detroit Debarment Ordinance, which was previously mailed to you last year. Should you wish to **appeal** the OIG's final determination and/or the length of the debarment proceeding, please be advised that you or your

representative **must submit a written response within 28 days from today which would be Tuesday, June 4, 2019 with the City Clerk.**

Please be advised the appeal letter together with any supporting materials must be filed with the City Clerk for transmission to City Council. Please note that the contractor may request an in person meeting with City Council, at which the contractor may be represented by legal counsel. See, Section 18-11-11 of the attached City of Detroit Debarment Ordinance.

Should you have any questions or concerns regarding the appeal process, please contact the OIG Attorney, Jennifer Bentley, at 313-628-5657.

Very truly yours,



Ellen Ha
Inspector General

Enclosures: OIG's Report of Administrative Hearing and Final Determination
City of Detroit Debarment Ordinance

CC Via Hand-Delivery: Janice Winfrey, City Clerk

CC via email only: Lawrence Garcia, Corporation Counsel
David Whitaker, Director, Legislative Policy Division
Boysie Jackson, Chief Procurement Officer
Beth Niblock, Chief Information Officer

City of Detroit Office of Inspector General

Debarment Matter

OIG Case No. 2016-0071

May 7, 2019



Ellen Ha, ESQ.

INSPECTOR GENERAL

CITY OF DETROIT
OFFICE OF INSPECTOR GENERAL

I. Final Recommendation

On March 1, 2019, the Office of Inspector General (OIG) held an administrative hearing for Computech Corporation (Computech). The purpose of the hearing was to provide Computech an opportunity to present evidence, testimony, and any supporting information in response to the OIG's preliminary finding that Computech and Ram Kancharla have not acted as responsible contractors and should each be debarred for twenty (20) years. After reviewing all evidence and conducting an administrative hearing, the OIG's final recommendation is as follows:

- The initial recommendation that Computech be debarred for twenty (20) years be **AMENDED**.
- The OIG recommends that Computech be debarred for ten (10) years with an effective date of September 30, 2016.
- The initial recommendation that Ram Kancharla be debarred for twenty (20) years be **SUSTAINED**

II. Complaint

On September 28, 2016, the Office of Inspector General (OIG) received a complaint from the City of Detroit Law Department. The letter stated that on April 8, 2016, former Deputy Director of the City of Detroit's Department of Information Technology Services (DoIT), Charles L. Dodd, Jr., entered into a plea agreement with the Public Integrity Section of the United States Department of Justice for the crime of Federal Program Bribery. He subsequently pled guilty on September 27, 2016. Mr. Dodd admitted to soliciting and accepting cash payments totaling more than \$6,000 from Ram Kancharla, CEO of Computech Corporation (Computech), a contractor that provided information technology services and personnel to the City of Detroit. It was requested that the OIG investigate both the conduct of Mr. Dodd as well as Computech.

The OIG investigation was placed on hold due to the ongoing criminal investigation. On September 14, 2018, the OIG reopened its file after Charles Dodd was sentenced to twenty (20) months in US District Court. Therefore, on September 17, 2018, the OIG sent Mr. Kancharla and Computech a letter informing them that the OIG was proposing they be debarred for the maximum allowed period of twenty (20) years pursuant to the City's Debarment Ordinance.

III. Computech Overview

a. Company Information

Computech provides information technology (IT) and consulting services to various clients, including software building and staffing.¹ It previously contracted with the City of Detroit to provide technology resources, including staffing, in support of technology related projects for DoIT as well as for other city agencies.²

Gregory Cheesewright is the current CEO of Computech. He joined the company in 2006 as the President of Global Operations. On June 23, 2017, he became the CEO.³ According to Computech's most recent Organization Chart, the Executive Board is comprised as follows:⁴

- CEO- Gregory Cheesewright
- President- Sachin Shriyan
- Executive Vice President- Albert Fields
- Vice President Finance & Operations- Ramesh Tavva
- Vice President Cloud Computing- Pardeep Sidhu
- Vice President Strategic Development- Brian Koehl
- Manager Customer Relations- Claire Phillips

At the time the bribery of Mr. Dodd, Ram Kancharla was the CEO and Mr. Cheesewright was the President of Global Operations for the company. According to Computech's June 22, 2016 Organization Chart the Executive Board was comprised as follows:

- CEO- Ram Kancharla
- President Global Operations- Gregory Cheesewright
- Vice President Strategic Accounts- Sachin Shriyan
- Manager Strategic Accounts- Ayyappa Puranam
- Executive Vice President- Albert Fields
- Vice President Finance & Operations- Ramesh Tavva

b. Contract with City of Detroit

The City of Detroit has had various contracts with Computech to provide technical resources to various city agencies to assist with their technology initiatives. Most recently, the City of Detroit entered into Contract No. 2896736 with Computech. It was for Computech to provide technology resources in support of information technology related to projects for the City Information Technology Services Department as well as other city agencies.⁵ The contract began on October 1, 2014 and terminated on September 30, 2016, with two (2), one-year renewal options. The contract amount was not to exceed \$3,775,500.⁶

¹ Transcript of Administrative Hearing at 10, 21, In the Matter of: OIG Case No. 2016-0071 Debarment Matter, dated March 1, 2019.

² 2014-2016 Technical Resource Contract No. 2896736 between the City of Detroit Information Technology Services Department and Computech Corporation, Exhibit A: Scope of Services, pg. 30.

³ Transcript of Administrative Hearing at 87.

⁴ Computech Corporation Organization Chart, June 24, 2018.

⁵ Contract No. 2896736, Exhibit A, Scope of Services, pg. 30.

⁶ Contract No. 2896736, Article 7. Compensation. 7.01, pg. 10

Shortly after Mr. Dodd's plea agreement, on September 30, 2016, Office of Contracting and Procurement (OCP) Chief Procurement Officer, Boysie Jackson, notified Mr. Kancharla and Computech General Manager Ramesh Tavva that Contract No. 2896736 would not be extended. However, pursuant to Section III of Exhibit A of the contract, "Retention of Contractor's Employees at Termination," OCP exercised its option to retain the employees provided by Computech, who were working with the City at the time.

IV. Indictment and Guilty Pleas

a. Charles L. Dodd, Jr.

On September 27, 2016, Mr. Dodd pleaded guilty in the U.S. District Court for the Eastern District of Michigan to one count of federal program bribery.⁷ On September 11, 2018, he was sentenced to twenty (20) months in prison, to be followed by two (2) years of supervised release, for accepting more than \$29,500 in bribe payments from two IT companies providing services and personnel to the City of Detroit.

According to admissions made in connection with his plea, Mr. Dodd held numerous supervisory positions with the City of Detroit, including his appointment as Director of DoIT in 2014. Mr. Dodd exercised supervisory authority over a staff of dozens of public servants and contractors. He also held significant influence over the administration of multi-million dollar contracts between the City of Detroit and private IT companies.⁸

According to Mr. Dodd's Plea Agreement⁹ and the Government Sentencing Memorandum,¹⁰ he solicited and accepted cash totaling more than \$8,000 from Computech CEO Ram Kancharla and Computech employee Karthik Aramugum. In exchange for cash payments, Mr. Dodd advised other city officials to select particular personnel from Computech to fill open IT positions. He also recommended that city departments select Computech to implement lucrative technological projects.

b. Ram Kancharla

On June 28, 2017, Computech CEO Ram Kancharla pleaded guilty to tampering with documents in violation of 18 U.S.C. §1512(c). On September 10, 2010, a federal grand jury in the United States District Court for the Eastern District of Michigan issued a subpoena to Computech for the production of certain records and documents, including financial records and

⁷ Department of Justice, U.S. Attorney's Office Eastern District of Michigan (2016, September 27). *Former Director of Detroit Office of Departmental Technology Services Pleads Guilty to Bribery* [Press Release]. Retrieved from <https://www.justice.gov/opa/pr/former-director-detroit-office-departmental-technology-services-pleads-guilty-bribery>

⁸ Department of Justice, U.S. Attorney's Office Eastern District of Michigan (2018, September 11). *Former Director of Detroit Technology Office Sentenced to Prison for Bribery* [Press Release]. Retrieved from <https://www.justice.gov/opa/pr/former-director-detroit-technology-office-sentenced-prison-bribery>

⁹ Plea Agreement as to Charles L. Dodd Jr., United States of America v. Charles L. Dodd Jr., Case No. 2:16-cr-20629 (E.D. Mich. September 27, 2016).

¹⁰ Government Sentencing Memorandum as to Charles L. Dodd Jr., United States of America v. Charles L. Dodd Jr. Case No. 2:16-cr-20629 (E.D. Mich. August 28, 2018).

expense reports, for Computech and for its specific employees. Mr. Kancharla admitted he knowingly authorized Computech employee Karthik Aramugum to alter certain documents responsive to the subpoena. Specifically, Mr. Kancharla authorized the alteration of certain expense reports and calendar entries with corrupt intent. On October 7, 2010, Computech, through its counsel, produced the altered documents in response to the grand jury subpoena. The altered documents were related to the bribery of Mr. Dodd.

V. Atlanta

The bribery of Mr. Dodd was not an isolated incident by Computech CEO Ram Kancharla and Computech employee Karthik Aramugum. Prior to the criminal activity occurring in Detroit, both individuals engaged in bribery of an Atlanta public servant. Though the bribery in Atlanta is not related to the bribery in Detroit, the Atlanta incident plays a significant role in the OIG's determination pertaining to debarment. The facts of the bribery in Atlanta is detailed below.

In January 2007, the Atlanta Public Schools (APS) issued a Request for Proposal (RFP) for a data warehousing project.¹¹ Mr. Kancharla and Mr. Aramugum paid kickbacks to Jerome Oberlton, APS Chief Information Officer (CIO), with the assistance of Mahendra Patel, who acted as an intermediary. The conspiracy was launched in April 2006 when Mr. Oberlton and Mr. Patel traveled to Detroit to meet with Mr. Kancharla and Mr. Aramugum.¹² These individuals devised a scheme whereby Computech would bid on the APS data warehousing project using inflated hourly costs for contractors working on the project.¹³ Mr. Oberlton, in his role as CIO, ensured that Computech was awarded the project. Once the project was awarded to Computech and it started to receive funds from APS, Mr. Oberlton and Mr. Patel were paid a percentage of the data warehousing project in a side deal.¹⁴ Mr. Oberlton and Mr. Patel pleaded guilty to their roles in scheme.

VI. Administrative Hearing

On October 10, 2016, the OIG sent a letter to Computech's attorneys to inform them that on September 28, 2016, the OIG initiated an investigation into the circumstances surrounding the September 27, 2016 guilty plea of Mr. Dodd. The letter specified the basis of the OIG investigation was Mr. Dodd's admission to accepting more than \$29,500 in unlawful payments from two (2) information technology companies providing services and personnel to the City of Detroit, one of those companies being Computech.

¹¹ Department of Justice, U.S. Attorney's Northern District of Georgia (2016, August 13). *Former Consultant Pleads Guilty to His Role in Atlanta Public Schools Kickback Scheme* [Press Release]. Retrieved from <https://www.justice.gov/usao-ndga/pr/former-consultant-pleads-guilty-his-role-atlanta-public-schools-kickback-scheme-0>

¹² *Id.*

¹³ Transcript of Change of Plea Proceedings at to Mahendra Patel, United States of America v. Mahendra Patel Case No. 1:13-cr-00221 (2013 August 16).

¹⁴ *Id.*

The OIG investigation was subsequently placed on hold due to the ongoing federal investigation. On September 14, 2018, the OIG reopened the case after Mr. Dodd was sentenced. Based on the evidence gathered by the OIG, we found that Computech is not a responsible contractor. Therefore, we advised Computech and Mr. Kancharla's attorneys that the OIG is recommending discipline up to and including debarment.

On November 9, 2018, the OIG offered Mr. Kancharla and Computech the opportunity to have an administrative hearing to present evidence and testimony in response to the OIG findings. Section 7.5-311 of the Charter provides that "[n]o report or recommendation that criticizes an official act shall be announced until every agency or person affected is allowed a reasonable opportunity to be heard at a hearing with the aid of counsel."

a. Ram Kancharla

On November 20, 2018, Mr. Kancharla's attorney sent a letter to the OIG declining the offer to participate in an administrative hearing. However, in considering the period of debarment for Mr. Kancharla, the attorney requested that the OIG consider the following factors in our recommendation of debarment.

- The actions that led to Mr. Kancharla's criminal conviction occurred over eight (8) years ago, with no subsequent violation of the law.
- Mr. Kancharla voluntarily surrendered all positions of authority at Computech, after his cooperation with the government was completed.
- Mr. Kancharla and his family have done many positive things in and for the City of Detroit and its residents.

The OIG considered the factors put forth by Mr. Kancharla's attorney. Upon review and consider his egregious actions, the OIG finds that a twenty (20) year period of debarment is appropriate.

b. Computech

On November 20, 2018, Computech's attorneys requested an administrative hearing. The hearing was held on March 1, 2019. Computech was asked to provide the OIG: (1) details of the bribery that occurred in Atlanta including but not limited to Ram Kancharla's and any other employees' involvement as well as the steps Computech took to prevent such conduct in the future; (2) details on any Computech employees terminated due to bribery; (3) information on Ram Kancharla's role as an independent contractor including but not limited to his duties and contract details; (4) information on any other City of Detroit employee or elected official who either participated in or requested bribes from Computech; and (5) details of Mr. Kancharla's cooperation with the federal government including but not limited to what precipitated Computech to "fully and extensively" cooperate in the federal investigation.

Computech CEO Gregory Cheesewright testified on behalf of Computech. On March 6, 2019, OIG sent a request to Computech's attorneys for additional documentation which was discussed at the administrative hearing. Thereafter, in accordance with our request, Computech provided the additional requested information on March 19 and March 28. It is important to note that, at all times during the investigation, Computech was fully cooperative with the OIG.

VII. Debarment Analysis

Debarment is reserved for city contractors who have been found to have engaged in improper, unethical, or illegal conduct related to their contractual agreement with the City of Detroit. The purpose of the Debarment Ordinance is to ensure that the City of Detroit solicits offers from, awards contracts to, consents to subcontracts with, or otherwise does business with responsible contractors only. Debarment is to be imposed only when it is in the public interest.¹⁵ There is no statute of limitations on investigations, findings of violation of the debarment policy or the initiation of debarment proceedings.¹⁶

The OIG's initial findings regarding Computech not being a responsible contractor was based on Ram Kancharla's and Computech's conduct, through Ram Kancharla, in both Atlanta and Detroit. At the administrative hearing, Computech attorney George Donnini stated that "the bribery that you talk about is all pre-2009" and that "we need to obviously look to the past, but in our opinion this proceeding is not about punishing for past behavior, it's about the future and the present responsibility of Computech under new leadership."¹⁷

Mr. Donnini is accurate in noting that much of Mr. Kancharla's misconduct occurred several years ago. The bribery in Atlanta was in January 2007 and the bribery involving Mr. Dodd was in 2009.¹⁸ The OIG also now recognizes that the payments made to Mr. Dodd after 2009 were part of Mr. Kancharla's cooperation with the government. While the OIG acknowledges that the actions in question occurred several years ago, it is necessary to note that Mr. Kancharla's cooperation with the government began only after he was caught producing altering documentation in response to a federal grand jury subpoena, a very serious offense involving intentional fraud. Additionally, no one at the City of Detroit was made aware of Mr. Kancharla and Mr. Dodd's actions until October of 2016. Despite our serious concerns regarding Mr. Kancharla and Computech's abilities to act as responsible contractors at the time, the OIG was asked to put our investigation on hold until the federal investigation was completed.

The OIG is in agreement with Mr. Donnini that Mr. Kancharla and Computech's past behavior must be considered with their present and future behavior. The OIG acknowledges and applauds Computech's proactive approach to strengthening its corporate policies and procedures as well as making some leadership changes in an effort to prevent such improper, unethical, and illegal conduct from occurring again. However, based on the evidence presented, the OIG finds

¹⁵ Debarment Ordinance, Section 18-11-1. Purpose.

¹⁶ Debarment Ordinance, Section 18-11-5(c). Grounds for Debarment.

¹⁷ Transcript of Administrative Hearing at 6.

¹⁸ *Id.* at 8.

that Computech has not done enough to fully alleviate our concerns about their ability to act as responsible contractors.

During the administrative hearing, Computech CEO Gregory Cheesewright stated that what Mr. Kancharla did was contrary to his duties as the CEO as well as the company's policies at the time. Mr. Cheesewright argued that Mr. Kancharla's actions should not be attributed to the company even though he was CEO of Computech during the time the improper, unethical, and illegal conduct occurred.¹⁹

Changes in Computech's Company Culture and Leadership

In support of his argument, Mr. Cheesewright described Computech's company culture at the time the bribery occurred. According to Mr. Cheesewright, fostered an atmosphere where people in the company were competing with one another to be Mr. Kancharla's "right-hand man."²⁰ individuals "would literally not even like each other" if they knew someone was outperforming them.²¹ Mr. Cheesewright explained that individuals were allowed to work in "silos" so employees did not know what was going on within the company.²² This created a situation where people were in competition with each other to get ahead.²³

Mr. Cheesewright explained that this culture of "silos" was so pervasive that he knew nothing of the bribery until Mr. Kancharla showed him an organization chart that had Mr. Cheesewright listed as the CEO.²⁴ Mr. Cheesewright also claimed the people he has "working at the headquarters" and his president had nothing to do with the improper, unethical, and illegal conduct.²⁵ However, the people working at Computech, especially those in leadership, have remained largely unchanged since the improper conduct occurred.

As the chart below indicates, six (6) individuals who were on the organization chart in 2015 remained in the executive positions in 2018. This includes Gregory Cheesewright and Sachin Shrivan who presumably lead Computech as the CEO and president.

¹⁹ *Id.* at 10.

²⁰ *Id.* at 15.

²¹ *Id.* at 15-16.

²² *Id.* at 17.

²³ *Id.* at 21.

²⁴ *Id.* at 45.

²⁵ *Id.* at 51.

Officer	Organization Chart- February 16, 2015	Organization Chart- October 24, 2018
Chief Executive Officer	Ram Kancharla	Gregory Cheesewright
President Global Operations	Gregory Cheesewright	
President	Sachin Shriyan	Sachin Shriyan
Vice President, Finance & Operations	Ramesh Tavva	Ramesh Tavva
Executive Vice President	Albert Fields	Albert Fields
Vice President, Banking & Finance	Girish Nair	
Vice President Cloud Computing		Pardeep Sidhu
Project Manager- Technology Support	Pardeep Sidhu	
Vice President Strategic Development		Brian Koehl
Business Development Manager	Brian Koehl ²⁶	
Manager Customer Relations		Claire Phillips

Mr. Cheesewright indicated that he is working to change the culture of Computech and we have no reason not to believe him based on his testimony and evidence presented to the OIG. He stated he is working to create a more open environment in which employees do not work in silos but, instead, work more cooperatively with each other. However, this process takes time. Many of the individuals who were part of the executive management team under Mr. Kancharla are in the same or similar positions under Mr. Cheesewright. These are the same individuals who worked in “silos” according to Mr. Cheesewright. While a cultural shift may be occurring under Mr. Cheesewright’s leadership, the OIG believes that it is not currently in the best interest of the City of Detroit or its citizens to work with a contractor whose leadership is largely the same as when the bribery of public officials occurred.

Changes in Computech’s Ownership

In addition to few changes being made to the leadership of Computech, the ownership of Computech remains largely unchanged. Therefore, those who benefited from Mr. Kancharla’s bribery of public officials could continue to benefit from any contracts awarded by the City of Detroit. The ownership of Computech during the time the improper, unethical, and illegal conduct occurred versus how it exists today is detailed below:

²⁶ These individuals were on the February 16, 2015 organization chart but were not listed at the executive members. However, the October 24, 2018 has these employees listed as executive members.

Shareholder Name	Original Percentage Owned	Current Percentage Owned
Mrs. Ramadevi Davarapalli	36.10%	36.10%
Mrs. Sreevani Kancharla ²⁷	19.30%	24.93%
Trust for Mr. Sunil Kancharla	12.47%	12.47%
Trust for Mr. Sai Krishna Kancharla	12.47%	12.47%
Mr. Venkat Davarapalli	8.75%	8.75%
Mr. Ram Kancharla	5.63%	0.00%
Trust for Ms. Nidhi Sri Davarapalli	2.51%	2.51%
Trust for Ms. Nitya Sri Davarapalli	2.51%	2.51%
Mr. Srini Donepudi	0.27%	0.27%
Total	100%	100%

On January 1, 2017, Mr. Kancharla divested his ownership interest in Computech to his wife, Sreevani Kancharla. As to his children, Sunil Kancharla and Sai Krishna Kancharla, their shares remain unchanged. On March 31, 2017, Mr. Kancharla resigned from his management positions at Computech.

Despite Mr. Kancharla relinquishing his management positions and transferring his shares, the evidence suggests Mr. Kancharla continued to work for Computech since the bribery allegations came to light in October 2017. Moreover, Mr. Kancharla's wife and children continue to hold just short of 50% (49.87% to be exact) of Computech's ownership.

Mrs. Kancharla also sits on the Board which consists of the same individuals who have ownership interest in Computech.²⁸ Mr. Cheesewright stated during the administrative hearing that owners do not make any business decisions. However, they receive profits at the end of the year.²⁹ Therefore, Mr. Kancharla, through his wife, continues to benefit from the success of Computech.

Computech's Board of Directors

On March 26, 2019, the Board passed *the Computech Corporation Written Consent Resolutions of the Board of Directors* which

resolved that the net profit realized by the corporation during any calendar year from any contract awarded to the corporation by Detroit over the next five (5) years shall be segregated from funds otherwise available for distribution to the stockholders of the corporation, and shall be used to fund bonuses to be paid to the

²⁷ The January 1, 2017 assignment of Mr. Kancharla's shares to his wife has her name spelled as "Sreevani." However, Computech Corporation Ownership Information provided by Computech's attorneys to the OIG has her name spelled as "Srivani."

²⁸ Transcript of Administrative Hearing at 107.

²⁹ *Id.* at 112.

persons holding (as of December 31 of such calendar year) the following officer positions in the corporation in the percentages indicated opposite their positions, such bonuses to be paid annually within sixty days of such calendar year-end with respect to net profit from Detroit contracts, if any, realized in such calendar year:

Officer	Percentage of Net Profit
Chief Executive Officer	25%
President	25%
Vice President, Finance & Operations	25%
Vice President, Cloud Computing	12.5%
Vice President, Strategic Development	12.5%

This arose out of a concern that the net profits from any such contract not inure to the benefits of Ram Kancharla, a former shareholder of the Corporation, indirectly through shares held by any current shareholder.

The resolution shall cease to be of any further force or effect upon the consummation of any transaction during the next five (5) years as a results of which Ram Kancharla cease to be the direct or indirect beneficiary of any potential Detroit contracts.

The OIG recognizes Computech's attempt to limit any benefits derived from contracts with the City of Detroit to Mr. Kancharla. However, this resolution does not go far enough. The OIG proposed a twenty (20) year debarment for Computech and Mr. Kancharla based on the guidelines of the Debarment Ordinance. Section 18-11-12 of the Debarment Ordinance states that any conviction incident to a contract with the City of Detroit, including bribery, is subject to a twenty (20) year debarment. However, the resolution only contemplates the next five (5) years which the OIG finds is an inadequate solution. Because of the harm Mr. Kancharla's actions caused the City of Detroit as well as the harm it caused to the citizens' trust in the honesty and integrity of government contracting, the OIG finds that Computech is not a responsible contractor with whom the City of Detroit should be doing business with at this time.

Mr. Kancharla's Continued Employment with Computech

On June 28, 2017, Computech CEO Ram Kancharla pleaded guilty to tampering with documents. It is also undisputed that he participated in the bribery of public officials in Detroit and Atlanta. Despite the seriousness of Mr. Kancharla's actions and the harm it caused to Computech and its employees, Mr. Kancharla was hired by the company to work as an independent contractor.

During the administrative hearing, Mr. Cheesewright admitted Mr. Kancharla became an independent contractor after he resigned. It was also at this time that Mr. Cheesewright became

CEO.³⁰ Mr. Kancharla's *Offer for Independent Contractor Services* states that it "is with great pleasure that we offer you this offer from Computech Corporation, seeking your services as an independent contractor." He was contracted as the Project Manager/ Software Architect for the Vision Insurance Management Services project. The contract was for a term of nine (9) months and his compensation was \$90,000. Mr. Kancharla's job as an independent contractor ended in August 2018.³¹ Currently, he is not employed with Computech in any capacity.

Mr. Kancharla engaged in illegal behavior that damaged Computech's reputation, negatively impacted Computech's employees, and called into question the company's ability to act as a responsible contractor. Computech had an opportunity to end its working relationship with Mr. Kancharla to send a message to all employees that such actions will not be tolerated. Instead, the company continued its relationship with Mr. Kancharla. This calls into question Computech's commitment to act as a responsible contractor and its willingness to do whatever is necessary to ensure such actions do not occur in the future.

On March 18, 2019, Mr. Cheesewright submitted an affidavit to the OIG. It stated, in part, that

As CEO of Computech, I have no present intention of hiring Mr. Kancharla as a W-2 employee or engaging Mr. Kancharla as an independent contractor... I hereby declare and undertake that so long as I remain in my current position, and in my official capacity, Computech will neither hire Mr. Kancharla as an employee nor engage him as an independent contractor in the future on any specific projects.

This affidavit was submitted to the OIG only after we raised concerns about Mr. Kancharla's potential future involvement with Computech. In a previous affidavit dated October 15, 2018, Mr. Cheesewright stated

In 2017, Mr. Ram Kancharla resigned from Computech. Since that time, Mr. Kancharla's role with the company has been limited to writing code on an independent contractor basis on one project. His work on that project is complete, however he may be called to perform similar work on an as needed basis.

Computech fired Mr. Aramugum for his role in the bribery. Yet the company continued to do business with Mr. Kancharla, the individual who approved the payments for the bribery and then gave orders to alter documentation to cover it up. Therefore, the OIG simply cannot recommend that the City of Detroit does business with a contractor who seemed reluctant to distance itself from someone who engaged in illegal conduct because he was able to perform a task beneficial to the company.

³⁰ *Id.* at 87.

³¹ *Id.* at 116.

Remedial Actions Taken By Computech

Nevertheless, because Computech has taken some remedial actions on its own to prevent future wrongdoing and because we want to encourage the wrongdoers to change and to correct their paths, we do not recommend the maximum debarment of twenty (20) years in this instance. Computech has fully cooperated with the OIG investigation and has provided the OIG with evidence that it has taken steps on its own to institute new policies and procedures aimed at preventing improper, unethical, and illegal conduct from occurring in the future.

Mr. Cheesewright proactively updated the company's *Employee Handbook*, including how expenses are reimbursed.³² Based on the handbook, two (2) members of the Executive Board must independently review reimbursement requests. Receipts and documentation must be submitted to substantiate all requests for approval.³³ An *Ethics Policy Addendum* was also completed, effective April 2018.³⁴ Further, Computech conducts annual compliance training so all employees are aware of the company's policies and procedures.³⁵ Finally, Computech no longer has a bonus structure for certain employees involved with the company's public sector business.³⁶

For these reasons, the OIG finds that a period of ten (10) years is an appropriate length of debarment.

VIII. Conclusion

Based on the evidence above, the OIG finds that Computech is not a responsible contractor. Mr. Kancharla and Mr. Aramugum have engaged in improper, unethical, and illegal conduct in the City of Detroit contracting process at the expense of the citizens of Detroit. Documentation and testimony provided on behalf of Computech suggests that the company's culture contributed to these actions. Though Computech has started to take steps to prevent this from occurring in the future, more needs to be done.

Computech has argued that the company has made it a priority to help residents in the City of Detroit and is a significant contributor to the city's economy and therefore should not be debarred.³⁷ The OIG does not dispute that Computech's achievements towards making the City a better place, such as buying and rehabilitating old buildings in Detroit; working with the churches in the City, Wayne State University, and Detroit Historical Museum; and hiring Detroit residents. However, Computech's conduct under Mr. Kancharla's leadership and its continued ties to Mr. Kancharla, however minimal, cannot easily be dismissed. Every action a contractor takes or does not take has consequences and every contractor must be held accountable for their actions.

³² This process began on June 23, 2017 and was finalized in January 2018.

³³ Transcript of Administrative Hearing at 101-104.

³⁴ *Id.* at 100.

³⁵ *Id.* at 94.

³⁶ *Id.* at 97.

³⁷ Butzel Long Letter re: Computech Corporation's Response to Notice of Proposed Debarment Proceedings and Request for Hearing, dated October 15, 2018.

Computech has also expressed concern about the impact being debarred from the City of Detroit would have on their current and future business.³⁸ The OIG is very cognizant of the serious nature of debarment and the consequences it may have on a company. However, the OIG is tasked with ensuring that the City solicits offers from and awards contracts to responsible contractors only. The serious nature of debarment requires that it is only imposed when it is in the public interest. Therefore, the OIG finds debarment to be in the public interest in this instance.

Section 18-11-12(a) of the Debarment Ordinance states that

The period for debarment shall be commensurate with the seriousness of the cause or causes therefore, but in no case shall the period exceed 20 years. Generally, debarment should not exceed five years, except: (1) Debarment for convictions of criminal offenses that are incident to the application to, or performance of, a contract or subcontract with the City, including but not limited to... bribery, falsification or destruction of records...

The OIG wants to encourage companies whose leadership and employees engage in improper, unethical, or illegal behavior to proactively identify deficiencies within their companies that allowed such behavior to occur and correct it. These companies should also act swiftly and decisively against those whose actions are in question. Computech has changed their policies and procedures in an attempt to prevent future issues. However, the company did not act decisively against Mr. Kancharla but instead allowed him to continue to work for Computech. Based on these reasons, the OIG finds that Computech should be debarred from contracting and subcontracting with the City of Detroit for a period of ten (10) years.

³⁸ Transcript of Administrative Hearing at 58.

1 **BY COUNCILMEMBER _____:**

AN ORDINANCE to amend Chapter 18 of the 1984 Detroit City Code, *Finance and Taxation*, Article V, *Purchases and Supplies*, by adding Division 11, *Debarment* to include Sections 18-11-1, *Purpose*, 18-11-2, *Scope*, 18-11-3, *Definitions*, 18-11-4, *Effect of debarment order*, 18-11-5, *Grounds for debarment*, 18-11-6, *Investigation and request for documents and information*, 18-11-7, *Initiation of proceedings*, 18-11-8, *Final decision*, 18-11-9, *Notice of decision*, 18-11-10, *Interim suspension*, 18-11-11, *Appeal*, 18-11-12, *Period of debarment*, 18-11-13, *Application of remedies*, 18-11-14, *Effect on other ordinances*, 18-11-15, *Duty to report illegal acts*, and 18-11-16, *List of debarred contractors*, to provide a debarment ordinance for City vendors and contractors doing business with the City of Detroit.

2 **IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT THAT:**

3 Section 1. Chapter 18 of the 1984 Detroit City Code, *Finance and Taxation*, Article V,
4 *Purchases and Supplies*, be amended by adding Division 11, *Debarment*, consisting of sections
5 18-5-1 through 18-5-16, to read as follows:

6 **CHAPTER 18. FINANCE AND TAXATION**

7 **ARTICLE V. PURCHASES AND SUPPLIES**

8 **Division 11. Debarment**

9 **Sec. 18-11-1. Purpose.**

10 (a) The City shall solicit offers from, award contracts to, consent to subcontracts with,
11 or otherwise do business with, responsible contractors only. To effectuate this policy, the
12 debarment of contractors from current and/or future City work may be undertaken.

1 **(b) The serious nature of debarment requires that this sanction be imposed only when**
2 **it is in the public interest. Debarment shall be imposed in accordance with the procedures**
3 **contained in this division.**

4 **Sec. 18-11-2. Scope.**

5 **(a) This division provides for debarment of contractors as a remedy available to the**
6 **City separate and apart from sanctions that may be imposed under any other Article of this Code,**
7 **or any legal remedies or prosecution that may be available to the City under applicable law.**

8 **(b) All City contracts and contractors, and any persons or entities doing business with**
9 **the City, are subject to this ordinance.**

10 **(c) Any contractor, or persons seeking a contract with the City, shall report to the**
11 **Office of the Inspector General any improper, unethical or illegal activity or requests made by**
12 **elected officers of the City, including those acting on their behalf, or any public servant in**
13 **connection with any contract.**

14 **Sec. 18-11-3. Definitions.**

15 **Chief Procurement Officer means the Director of the Office of Contracting and**
16 **Procurement.**

17 **Contract means any business relationship whereby goods or services are provided to or for**
18 **the benefit of the City, including but not limited to business relationships evidenced by a contract,**
19 **subcontract or other writing.**

20 **Contractor means a party who, or which, seeks to enter, or enters, into a contract with the**
21 **City for the delivery of goods or services. For the purposes of this division, the terms "vendor"**
22 **and "consultant" have the same meaning as contractor.**

1 Conviction means a final conviction, the payment of a fine, a plea of nolo contendere if
2 accepted by the court, a finding of guilt, or a probate court disposition on a violation regardless of
3 whether the penalty is rebated or suspended.

4 Day means a calendar day.

5 Debarment means action taken by the City to exclude a person from acting as a contractor
6 for a specified period of time.

7 Elective officers means the Mayor, each member of the City Council, elected Board of
8 Police Commissioners and the City Clerk.

9 Inspector General means office established by Section 7.5 of the Charter, Independent
10 Departments and Offices, Chapter 3, Inspector General.

11 Person means a natural person, partnership, fiduciary, association, corporation or other
12 entity.

13 Preponderance of the evidence means proof by information that as a whole shows that the
14 fact sought to be proven is more probable than not.

15 Wrongful conduct means any conduct listed in Section 18-11-5 of this Code.

16 Sec. 18-11-4. Effect of debarment order.

17 (a) Debarment of a contractor constitutes a finding under this Code that the City does
18 not believe it to be in the public interest for the City to do business with the contractor, and operates
19 as the City's rejection of any bid or contract submitted by the contractor during the debarment
20 period. Any bid or contract submitted by a debarred person shall immediately be returned after
21 the bids are opened without requirement of any further action.

22 (b) No debarred contractor is eligible to serve as a subcontractor or as a goods, services
23 or materials supplier for any contract.

1 (c) Debarment constitutes cause for immediate termination of the contractor under any
2 existing contract.

3 (d) When making a debarment decision, the Office of the Inspector General, in
4 consultation with the Chief Procurement Officer, may take into consideration whether the
5 debarment affects any contract or subcontract existing at the time of the debarment decision.

6 Sec. 18-11-5. Grounds for debarment.

7 (a) A contractor may be debarred, based upon a preponderance of the evidence, for:

8 (1) Violation of the terms of a City contract or subcontract, or a contract or subcontract
9 funded in whole or in part by City funds, such as failure to perform in accordance
10 with the terms of one or more contracts; or the failure to perform, or unsatisfactory
11 performance of one or more contracts;

12 (2) Failing to comply with state, federal or local laws or regulations applicable to the
13 performance of a contract;

14 (3) Violation of a City ordinance, City procurement or other policies or administrative
15 order that has the gravity or sufficiency to justify debarment. The Inspector General
16 shall make a determination on whether the violation has reached a level justifying
17 debarment based upon the totality of the circumstances creating the violation;

18 (4) Knowingly, or negligently using a debarred contractor as a subcontractor;

19 (5) Evidence of (i) the contractor or the contractor's officers or owners, or (ii) any
20 person or entity having a direct or indirect financial or beneficial interest in the
21 contractor or its operations; engaging in a criminal offense or civil misconduct
22 that evidences a lack of business integrity or business honesty, including but not
23 limited to, embezzlement, theft, theft of services, forgery, bribery, fraud, tax

1 evasion, falsification or destruction of records, making false statements, or
2 receiving stolen property, or violations of laws relating to the obtaining or
3 performance of public contracts;

4 (6) Submission of false or misleading documentation, or making false or misleading
5 statements;

6 (7) Failure to report unethical conduct by a public servant that has a duty to the City of
7 Detroit; or

8 (8) Any other conduct that evidences the inability of the contractor to act responsibly
9 in its conduct on behalf of the City.

10 (b) The conduct giving rise to the debarment may be based upon actions taken in
11 connection with work undertaken for the City, or other public entities, or private entities.

12 (c) There is no statute of limitations on investigations, findings of violation of the
13 debarment policy or the initiation of debarment proceedings.

14 **Sec. 18-11-6. Investigation and request for documents and information.**

15 (a) In addition to reporting under Section 18-11-2(c) of this Code, the Mayor, City
16 Council, Corporation Counsel, Chief Procurement Officer, Department Director, public servant,
17 or member of the public may refer a matter to the Office of Inspector General to investigate
18 grounds for debarment related to City contracts and contractors.

19 (b) Following receipt of the referral, the Office of the Inspector General shall
20 investigate whether there is reasonable cause to believe wrongful conduct has occurred.

21 (1) The Inspector General shall act as chief investigative agent; and may request the
22 assistance of the Chief Procurement Officer and Corporation Counsel as necessary
23 in the debarment investigation.

1 (2) The Inspector General may request documents and information, including but not
2 limited to corporate records, contracts, business records, and ledgers, and tax
3 returns, in the course of the investigation. The contractor's failure to provide
4 documents and information reasonably requested by the Inspector General may
5 constitute grounds for debarment. If the Contractor submits documents that are
6 exempt from disclosure under the Michigan Freedom of Information Act, such as
7 state, federal or local income tax returns, then such materials will be held in
8 confidence for use solely in connection with the debarment proceeding. If it
9 becomes necessary to use the confidential materials in a public forum, the City and
10 Contractor shall endeavor to agree on procedures to preserve the confidentiality of
11 the materials to the extent reasonably possible, including redaction of the materials.
12 If the parties cannot reach agreement, the City may petition the Wayne County
13 Circuit Court for an appropriate order to allow the debarment proceedings to
14 continue while preserving the confidentiality of the documents to the extent
15 reasonably possible.

16 (c) The Chief Procurement Officer, in a referral, may include the results of any
17 investigation conducted by the Chief Procurement Officer together with recommendation for
18 debarment. The Inspector General shall give due consideration to such investigation and
19 recommendation and may immediately issue a finding of grounds for debarment, and or
20 suspension, based on such report and recommendation.

21 Sec. 18-11-7. Initiation of proceedings.

22 (a) If, upon investigation, it is determined that an act or omission which can give rise
23 to debarment may have occurred, the Inspector General shall provide written notice to the Chief

1 Procurement Officer and the Corporation Counsel of the intention to initiate debarment
2 proceedings. In that event:

3 (1) The Inspector General shall set forth the basis in writing for the proposed
4 debarment, which may incorporate any report and recommendation provided by the
5 Chief Procurement Officer.

6 (2) The Inspector General shall provide written notice of the proposed debarment by
7 both certified mail, return receipt requested, and regular mail to the contractor and
8 any known interested party.

9 (b) The notice of proposed debarment shall, at a minimum, contain the following
10 information:

11 (1) Notice that debarment is being considered after a finding by the Office of Inspector
12 General;

13 (2) The basis for the proposed debarment, in terms sufficient to put the contractor on
14 notice of the nature of the conduct at issue;

15 (3) The potential consequences of the debarment; and

16 (4) The City's procedures governing debarment proceedings. For that purpose, the
17 contractor may be provided with a copy of this ordinance.

18 (c) Within 28 days of mailing the notice of proposed debarment, the contractor may
19 submit, in writing, information and argument in opposition to the proposed debarment.

20 (d) The Inspector General may request additional information of the contractor if
21 necessary to evaluate the information provided by the contractor.

22

1 Sec. 18-11-8. Final decision.

2 The Inspector General shall prepare written findings to support any final decision regarding
3 debarment. The decision shall be based on the facts as found and supported by the entire record
4 of information and a preponderance of the evidence presented.

5 Sec. 18-11-9. Notice of final decision.

6 (a) A copy of the final decision shall be sent by certified mail, return receipt requested,
7 and regular mail to the contractor, and any interested party.

8 (b) A copy of the final decision shall be filed with the City Clerk for transmission to
9 City Council.

10 (c) If debarment is imposed, the decision shall specify the grounds for the debarment
11 and the period of debarment, including effective dates.

12 Sec. 18-11-10. Interim suspension.

13 (a) Prior to a final debarment determination, the Inspector General, upon determination
14 of a need for immediate action may:

15 (1) Suspend a contractor from eligibility for award of a City contract,

16 (2) Terminate the services of the contract under any existing contract, and

17 (3) Prior to any such suspension notify the Chief Procurement Officer and allow seven
18 days for comment. The seven days may be waived by the Chief Procurement
19 Officer.

20 (b) The contractor will be suspended for the lesser of an initial period of 90 calendar
21 days or until the Inspector General makes a final determination with respect to the debarment. The
22 initial suspension may be extended for up to three additional 30 calendar day periods.

1 (c) The Chief Procurement Officer will not solicit bids or proposals from, or approve
2 the award of a contract to, the suspended contractor, and will not open or consider for a contract
3 any bid or proposal received from same.

4 (d) The Inspector General shall send a written notice of the initial suspension and any
5 extension specifying the basis for same, to the suspended contractor by certified mail, return
6 receipt requested.

7 (e) A copy of the interim suspension shall be filed with the City Clerk for transmission
8 to City Council.

9 Sec. 18-11-11. Appeal.

10 (a) The contractor may appeal a debarment decision, the length of a debarment, or an
11 interim suspension to City Council within 28 days after the issuance of the Inspector General's
12 debarment decision or interim suspension.

13 (b) The contractor shall send the appeal letter together with any supporting materials to
14 the City Clerk for transmission to City Council.

15 (c) The contractor may request an in person meeting with City Council, at which the
16 contractor may be represented by legal counsel.

17 (d) The Inspector General shall have the right to appear in person or to submit written
18 comments to City Council.

19 (e) City Council shall hold the Appeal Hearing within 45 days of receipt of the appeal
20 letter.

21 (f) City Council must have a vote of 2/3 majority of members present to overturn the
22 Inspector General's debarment decision, length of debarment or interim suspension. The decision
23 shall be supported by competent, material and substantial evidence on the whole record.

1 (g) City Council shall notify the contractor in writing of the result of the appeal within
2 ten days after the determination.

3 **Sec. 18-11-12. Period of debarment.**

4 (a) The period for debarment shall be commensurate with the seriousness of the cause
5 or causes therefor, but in no case shall the period exceed 20 years. Generally, debarment should
6 not exceed five years, except:

7 (1) Debarment for convictions of criminal offenses that are incident to the application
8 to, or performance of, a contract or subcontract with the City, including but not
9 limited to, embezzlement, theft, forgery, bribery, falsification or destruction of
10 records, receiving stolen property, negligent misrepresentation, price fixing, bid-
11 rigging, may receive the maximum period.

12 (2) Debarment for convictions of criminal offenses that do not involve the City, but
13 negatively reflect on the contractor's business integrity, including but not limited
14 to, embezzlement, theft, forgery, bribery, falsification or destruction of records,
15 receiving stolen property, negligent misrepresentation, price-fixing, bid-rigging, or
16 a violation of state or federal anti-trust statutes, may receive a debarment period not
17 to exceed 10 years.

18 (3) Debarment involving purposeful deceit including but not limited to making a
19 deceptive, false, or fraudulent statement which evidences a desire to circumvent or
20 otherwise compromise the investigative process.

21 (b) If suspension precedes a debarment, the suspension period shall be considered in
22 determining the debarment period.

23 (c) After the debarment period expires, the vendor may reapply for inclusion on bidder
24 lists through the regular application process.

1 Sec. 18-11-13. Application of remedies.

2 (a) The provisions of this division are in addition to any other rights or remedies
3 available to the City in connection with the award of any contracts to disqualify bidders who are
4 not responsible, regardless of whether they have been so declared hereunder. This right extends
5 but is not limited to declining to award contracts to bidders having officers, owners, managers, or
6 persons or entities directly or indirectly holding a financial or beneficial interest in, previously
7 associated with debarred contractors.

8 (b) The provisions of this division are in addition to any contractual or legal rights or
9 remedies available to the City to redress contractual performance issues.

10 Sec. 18-11-14. Effect on other ordinances.

11 A debarred contractor is not eligible for certification under Chapter 18 of this Code.
12 Debarment shall have the effect of terminating any certification thereunder.

13 Sec. 18-11-15. Duty to report illegal acts.

14 If, during the course of the investigation, the Inspector General has probable cause to
15 believe that any contractor, subcontractor, or person doing or seeking to do business with the City
16 has committed or is committing an illegal act in addition to any other action taken by the Inspector
17 General, the matter shall be promptly referred to the appropriate authorities.

18 Sec. 18-11-16. List of debarred contractors.

19 The Office of the Inspector General shall compile and maintain a current list of all
20 contractors debarred by the City. Such list shall be updated as appropriate, including updates after
21 appeals and final decisions are made, and transmitted to the Office of Contracting and Procurement
22 to City Council, to the City Clerk, and posted on the City's website.

23 Secs. 18-11-17—18-11-30. Reserved.

1 Section 2. All ordinances, or parts of ordinances, that conflict with this ordinance are
2 repealed.

3 Section 3. This ordinance is declared necessary for the preservation of the public peace,
4 health, safety, and welfare of the People of the City of Detroit.

5 Section 4. Where this ordinance is passed by a two thirds (2/3) majority of City Council
6 Members serving, it shall be given immediate effect and shall become effective upon publication
7 in accordance with Section 4-118(1) of the 2012 Detroit City Charter. Where this ordinance is
8 passed by less than two thirds (2/3) majority of City Council Members serving, it shall become
9 effective thirty (30) days after publication in accordance with Section 4-118(2) of the 2012 Detroit
10 City Charter.

11 Approved as to form:

12

13

14 CNR
15 Charles N. Raimi
Deputy Corporation Counsel



MEMORANDUM

TO: Council Member Roy McCalister, Chair
Internal Operations Standing Committee

FROM: Council Member Janee' Ayers, Vice Chair
Public Health and Safety Standing Committee

DATE: May 8, 2019

RE: Entertainment Commission Reappointment

The appointment of Gwendolyn Scales to the Detroit Entertainment Commission has expired. I continue to be impressed by her work on the Commission and would like to reappoint her. Please resubmit her application through the Internal Operations Standing Committee so that her appointment may be approved by the full Council.

Thank you,

Janee' Ayers
Detroit City Council

*Formal Session Agenda
Referrals
5-14-19*

NEIGHBORHOOD AND COMMUNITY SERVICES STANDING COMMITTEE

14

**OFFICE OF CONTRACTING
AND PROCUREMENT**

May 8, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6002000 100% City Funding – To Parts and Repair Service to Tymco & Vacall Street Sweepers. – Contractor: Fredrickson Supply, LLC – Location: 3901 3 Mile Rd., NW Grand Rapids, MI 49534 – Contract Period: Upon City Council Approval through May 20, 2021 – Total Contract Amount: \$40,000.00. **GENERAL SERVICES**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER SHEFFIELD

RESOLVED, that Contract No. 6002000 referred to in the foregoing communication dated May 8, 2019, be hereby and is approved.



**OFFICE OF CONTRACTING
AND PROCUREMENT**

May 8, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6001584 100% City Funding – AMEND 1– To Provide Property Clean Out and Junk Removal Services for GSD. – Contractor: Detroit Grounds Crew – Location: 1420 Washington Blvd., Detroit, MI 48226 – Contract Period: Upon City Council Approval through August 20, 2020 – Contract Increase: \$200,000.00 – Total Contract Amount: \$1,400,000.00.
GENERAL SERVICES

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **SHEFFIELD**

RESOLVED, that Contract No. 6001584 referred to in the foregoing communication dated May 8, 2019, be hereby and is approved.

16

**OFFICE OF CONTRACTING
AND PROCUREMENT**

May 8, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6001720 100% City Funding – AMEND 1– To Provide Property Clean Out and Junk Removal Services for the DLB Properties. – Contractor: GTJ Consulting, LLC. – Location: 22955 Industrial Dr. W, St. Clair Shores, MI – Contract Period: Upon City Council Approval through November 20, 2019 – Contract Increase: \$300,000.00 – Total Contract Amount: \$442,711.00. **GENERAL SERVICES** (*This Amendment is to Add Funding Only. Original Contract Amount \$142,711.00*)

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER SHEFFIELD

RESOLVED, that Contract No. 6001720 referred to in the foregoing communication dated May 8, 2019, be hereby and is approved.



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1026
DETROIT, MICHIGAN 48226
PHONE: 313 • 628-2158
FAX: 313 • 224 • 0542
WWW.DETROITMI.GOV

17

March 27, 2019

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to accept a donation from KaBOOM for the FY 2019 Community Playground Grant for Palmer Park

KaBOOM has awarded a donation to the City of Detroit General Services Department with the FY 2019 Community Playground Grant for Palmer Park, valued at \$100,000.00. There is a match requirement for this donation, in the amount of \$8,500.00. If approval is granted to accept this donation, the appropriation number for the match is 11830.

The objective of this donation to the department is to acquire playground play-scape equipment for Palmer Park. KaBOOM will also install the equipment.

I respectfully ask your approval to accept this donation in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs
Director, Office of Development and Grants

CC:
Katerli Bounds, Deputy Director, Grants
Sajjiah Parker, Assistant Director, Grants

This request has been approved by the Law Department

This request has been approved by the Office of Budget

CITY CLERK 2019 MAY 6 AM 10:45

RESOLUTION

Council Member _____

WHEREAS, the General Services Department has been awarded a donation from KaBOOM, valued at \$100,000.00, and

WHEREAS, this request has been approved by the Law Department; and

WHEREAS, this request has been approved by the Office of Budget; and

WHEREAS, the General Services Department has \$8,500.00 available in its FY 2019 Departmental allocation in appropriation 11830 for the City match requirement for the FY 2018 KaBOOM Community Playground Grant for Palmer Park, now

THEREFORE, BE IT RESOLVED, that the General Services Department is hereby authorized to accept a donation from KaBOOM to acquire playground play-scape equipment for Palmer Park.



CITY OF DETROIT
RECREATION DEPARTMENT
ADMINISTRATION OFFICE

18100 MEYERS
DETROIT, MICHIGAN 48235
(313) 224-1100 • TTY: 711
(313) 224-3544
WWW.DETROITMI.GOV

**CITY OF DETROIT
INTER-DEPARTMENTAL MEMORANDUM**

FROM: Jan Anderson
Director, General Services Department

TO: Ryan Friedrichs
Chief Development Officer, Office of Development and Grants

DATE: March 20, 2019

RE: FY 2019 KaBOOM! Grant for Palmer Park

This correspondence is to inform you that the General Services Department has been awarded a grant from KaBOOM! for playground improvements for Palmer Park, located at 910 Merrill Plaisance, Detroit, MI 48203. KaBOOM! brings together volunteers, community members and donors who come together to plan and build a brand-new playground. These community-built playgrounds generate a tangible, achievable win for our community, transforming our space into a great place to play for kids and families.

The grant will build a playground valued up to \$100,000. KaBOOM! is currently bringing together the sponsors for this project. There will be a design day that brings together different stakeholders and community members to decide the design of the playground. This will cover the cost of equipment. The City is required to provide a match contribution of \$8,500 for the playground. We ask that you assist in processing Council Approval. On behalf of the General Services Department: thank you for your continued support and partnership.

Sincerely,

Janet Anderson
Jan Anderson
Director,
General Services Department

Attachments:

- KaBOOM! Grant Agreement

KaBOOM! and "P" (referred to herein as the Funding Partner(s)) in the construction of a new playground at Palmer Park, 910 Merrill Plaisance, Detroit, MI 48203 (the "Project"). This Community Partner Playground Agreement (this "Agreement"), which sets forth the City of Detroit's obligations in connection with the Project and certain matters on which the parties have agreed, will, when executed by the duly authorized representatives of each party, supersede any prior agreements and represent the complete legally binding agreement between the parties regarding the Project.

1. Obligations of the City of Detroit. The City of Detroit shall work with KaBOOM! and the Funding Partner(s) as well as community residents to design, plan and build the Project. By executing this Agreement, the City of Detroit is unconditionally agreeing to each of the following obligations, in each case meeting the requirements provided by KaBOOM!:

(a) Fundraising. In support of the Project, the City of Detroit must contribute at a minimum of \$8500 to KaBOOM!, which will apply the funds directly to the purchase of playground equipment. Any amounts exceeding \$8500 are to be jointly agreed. KaBOOM! will invoice the City of Detroit for such amount promptly following the execution of this Agreement, which amount must be paid in full at least thirty (30) days prior to the Project's Build Day (as defined below).

(b) Project Site.

(i) Ownership. At the time of execution of this Agreement, the City of Detroit shall provide KaBOOM! with proof of land ownership evidenced by either a deed granting title to the property to the City of Detroit or a letter from the property owner showing approval for the Project. The City of Detroit is the owner of the playground in its entirety, for the lifetime of the playground, including the equipment and/or safety surfacing purchased by KaBOOM! and/or the Funding Partner(s). Although the playground equipment will be purchased by KaBOOM!, the title of ownership will transfer from the respective manufacturer/seller directly to the City of Detroit at the time the equipment is purchased by KaBOOM!, and at no time will KaBOOM! obtain or in any way have title to said playground equipment prior to, during or after its installation. The delivery of the playground equipment from the playground manufacturer shall be "FOB Shipment" and ownership therefore shall transfer to the City of Detroit. City of Detroit will, in its sole discretion, review all necessary information regarding the playground equipment to determine its fitness for the intended purpose, including but not limited to the installation by the City of Detroit's volunteers in the agreed upon location.

(ii) Permits. Prior to Build Day, the City of Detroit shall obtain or cause to be obtained all necessary permits and licenses regarding the installation, possession and use of the playground in compliance with applicable laws and regulations. As the party responsible for obtaining all necessary permits for the installation and use of the playground equipment, the City of Detroit shall be solely responsible for any and all activities of its agents and volunteers pursuant to those permits. The guidance of KaBOOM! in the design and installation process, if any, is not to be construed as including KaBOOM! as a responsible party under any respective permits or as having control or direction over the volunteers.

(iii) Preparation. The City of Detroit shall ensure that the Project site is safe for volunteers and children, which responsibility includes: (1) designating a child-serving non-profit organization responsible for recruiting fifty (50) adult volunteers to participate in preparation activities three to four days prior to Build Day; (2) preparing the site for the installation of the Project at least two weeks before Build Day, which includes removing existing playground equipment, footers and safety surfacing, grading the land, removing fencing and performing soil tests; (3) conducting up to two (2) utility checks as reasonably requested by KaBOOM! with the appropriate utility companies, with the first test being completed on or before Design Day (as defined

of the volunteers, including adults and children from the beginning of the preparation activities until the conclusion of Build Day, including any postponement.

- (v) Maintenance. Maintenance of the playground facility and supervision of its use is the sole responsibility of the City of Detroit. The City of Detroit shall collaborate with KaBOOM! during the Project planning process to develop a maintenance program for the playground and, with the support of the property owner (if owner is a separate party), shall maintain the playground and the property before and after the Build Day to ensure a safe and attractive playspace. In furtherance of the foregoing, in the event any playground equipment included in the Project no longer is permitted for any reason to be located at its original site of construction or such site is no longer controlled by the City of Detroit for any reason, then the City of Detroit promptly shall notify KaBOOM! following its becoming aware of such situation and shall, at the City of Detroit's sole cost and expense, take such steps as may be necessary to promptly and safely relocate the playground equipment (including any permanent signage and other fixtures) to an alternate site that serves children or to ensure that the successor controlling person of such site shall continue to make such playground available to children in the same manner contemplated as of the Build Day and maintain (or permit the City of Detroit to maintain) such playground in accordance with the maintenance program. In addition, the City of Detroit shall accept and maintain engineered wood fiber as playground safety surfacing, meeting standards established by Consumer Product Safety Commission guidelines, for the lifetime of the playground. Guidance and materials for the purpose of developing a maintenance plan for the playground are available, upon request, from the playground equipment and safety surfacing manufacturers.
- (c) Design Day. The City of Detroit agrees to designate a child-serving non-profit organization(s) to host a KaBOOM!-facilitated "Design Day" with at least twenty (20) adult volunteers and twenty (20) children. Such adult volunteers shall remain engaged in the planning activities throughout the Project's planning process.
- (d) Build Day. The City of Detroit shall designate a child-serving non-profit organization(s) to recruit at minimum two hundred and twenty-five (225) adult volunteers from the community to participate in a one-day installation event for the Project, which is scheduled to occur on build date to be determined and which is referred to herein as the Build Day. The City of Detroit shall ensure that all volunteers sign a waiver. On the Build Day, the City of Detroit shall provide water, dumpsters, music and restroom facilities for all volunteers. The designated child-serving non-profit organization shall provide food and tools for all volunteers.
- (e) Promotion: Intellectual Property. The City of Detroit shall seek prior approval from KaBOOM! and/or the Funding Partner(s) for any materials that reference the Project or contain the name, trademarks, service marks, logos and other intellectual property (collectively, and together with all goodwill attached or which shall become attached to any of them, the "Marks") of KaBOOM! and/or the Funding Partner(s), including press releases, fliers and promotional materials. The City of Detroit acknowledges and agrees that each of KaBOOM! and the Funding Partner(s) is the sole owner of all right, title and interest in and to its respective Marks. The parties acknowledge that KaBOOM! and the Funding Partner(s) may take all steps to protect their Marks as they deem appropriate. Any use of the Marks will inure to the sole benefit of KaBOOM! or the Funding Partner(s) (as applicable). The City of Detroit shall not use the Marks in any manner that would harm the reputation of KaBOOM! or the Funding Partner(s) or disparage or negatively reflect upon the Marks. Upon expiration of or termination of this Agreement for any reason, the City of Detroit shall cease all use of the Marks. The City of Detroit shall collaborate with KaBOOM! and the Funding Partner(s) to secure media coverage for the Project.
- (f) Signage. The City of Detroit shall allow the names and logos of KaBOOM! and the Funding Partner(s) to be displayed on permanent playground signage, which shall be substantially in the form provided to the City of

material are subject to the respective manufacturer's terms thereof, and the City of Detroit agrees to look solely to such manufacturers for any such warranty and/or guarantee. Neither KaBOOM! nor the Funding Partner(s) nor any of their respective affiliates, directors, officers, managers, partners, members, shareholders, employees, agents or representatives, have made nor are in any manner responsible or liable for any representation, warranty or guarantee, express or implied, in fact or in law, relative to any equipment or material, including its quality, mechanical condition or fitness for a particular purpose.

- (i) Insurance. The City of Detroit certifies that it maintains a self-insurance retention of one million dollars (\$1,000,000) per claim. The self-insurance shall be primary over any other insurance covering KaBOOM! and the Funding Partner(s). The City of Detroit (or such other appropriate entity to which KaBOOM! consents in writing) shall obtain and maintain from no less than seven (7) days prior to the Build Day and through the first anniversary of the Build Day commercial general liability insurance (providing coverage against liability for bodily injury, death and property damage that may arise out of or be based upon the use of the playground) with a limit of not less than one million dollars (\$1,000,000) per occurrence. The City of Detroit shall also obtain and maintain worker's compensation insurance policies with statutory limits for the state in which the work is performed for their volunteer employees. Within seven (7) days from execution of this Agreement, the City of Detroit shall provide to KaBOOM! a copy of a certificate from its insurer indicating the nature, scope, duration and amount of insurance coverage, and naming KaBOOM! and the Funding Partner(s) as additional insureds under such policy, which insurance shall be primary over any other insurance covering KaBOOM! and the Funding Partner(s) and which policy shall provide that KaBOOM! and the Funding Partner(s) be given at least thirty (30) days prior written notice of any change or cancellation of coverage. In the event the City of Detroit is self-insured and does not have an insurance agent or underwriter available to issue a certificate as required herein, this Agreement and its terms and conditions shall suffice as evidence of the necessary insurance coverage(s).
- (j) Indemnification. The City of Detroit shall indemnify and hold harmless KaBOOM!, the Funding Partner(s) and their respective affiliates, directors, officers, managers, partners, members, shareholders, employees, agents and representatives from any and all losses, liabilities, claims, actions, fees and expenses (including interest and penalties due and payable with respect thereto and reasonable attorneys' and accountants' fees and any other reasonable out-of-pocket expenses incurred in investigating, preparing, defending or settling any action), including any of the foregoing arising under, out of or in connection with any breach of this Agreement, any actions associated with this Project or resulting from the use of any playground property and equipment, including those for personal injury, death, or property damage, except to the extent resulting from the gross negligence or willful misconduct of such indemnified person. This provision shall survive any termination or expiration of this Agreement.
- (k) Data and Reporting Requirements. The City of Detroit shall (i) promptly following the confirmation of the Project, distribute one or more play-related surveys provided by KaBOOM! to its stakeholders, including parents/caregivers, volunteers, staff and board members, (ii) cause members of its planning committee to complete a post-build survey provided by KaBOOM! within 2 weeks from the Build Day and a 6-month survey provided by KaBOOM! within 7 months from the Build Day.
- (l) Nature of Relationship. It is expressly understood that KaBOOM! is the Invitee of the City of Detroit for all purposes in the design and build process, and that the City of Detroit shall be exclusively responsible for the control and direction of the volunteers and any others involved in any activities pursuant to or related to this Agreement.

- (ii) Manage construction logistics for the Project, coordinate playground site preparation activities with the City of Detroit, inventory equipment and materials, and assure that the necessary tools and materials and other general supplies are available on the Build Day.
 - (iii) Lead the Build Day activities, including the coordination of Build Day captains and volunteers.
 - (iv) Make available certain educational and promotional materials related to the Project.
- (b) Inspection. KaBOOM!, in collaboration with the City of Detroit, will secure a Certified Playground Safety Inspector to review the playground structure at the conclusion of the Build Day to ensure that the structure is safe and built to all appropriate standards and guidelines, unless the Build Day is not completed on the Build Day due to failure of the City of Detroit, in which case the City of Detroit shall secure the Certified Playground Safety Inspector. City of Detroit reserve the right to obtain its own safety inspector to monitor the playground construction. The City of Detroit understands and acknowledges that it will accept ownership of the playground construction regardless of its review to certify the construction.
 - (c) Promotion. KaBOOM! will provide proposed promotional materials relating to the Project for the City of Detroit's review and approval, which approval shall not be unreasonably withheld or delayed.
 - (d) Website Listing. KaBOOM! will place the playground on its list of KaBOOM! builds on the KaBOOM! website and KaBOOM! will send information to the City of Detroit on playground maintenance programming and enhancements.
 - (e) Post-Build Day. The City of Detroit shall (i) within one week following the Build Day, complete and submit a Post Build Report, in the form to be made available by KaBOOM!, and (ii) shall use its commercially reasonable efforts to provide, and otherwise shall cooperate in good faith with KaBOOM! regarding obtaining, such other information related to the Project as KaBOOM! from time to time may request.
3. Build Day Postponement. The Build Day shall not be postponed except when weather or other conditions jeopardize the safety of the volunteers or threaten the structural integrity of the playground. The decision to postpone the Build Day will be made by majority agreement of the representatives of KaBOOM!, the City of Detroit and the Funding Partner(s), except where such decision must be made by KaBOOM! on the construction site and representatives of the City of Detroit and the Funding Partner(s) are not available for consultation. In the event that the Build Day is postponed, KaBOOM!, the City of Detroit and the Funding Partner(s) shall develop a plan for rescheduling the Build Day at the next earliest date possible for each party. The Funding Partner(s) shall be responsible for all additional expenses related to the rescheduled Build Day, including, without limitation, equipment, labor and materials, storage and travel costs and expenses; *provided, however*, that the Funding Partner(s) shall be notified of the estimated amount of such additional expenses in connection with rescheduling of the Build Day. Notwithstanding the foregoing, in the event that the date of the Build Day is cancelled or changed as a result of the City of Detroit's failure to satisfy its obligations in connection with the Project, then the City of Detroit shall be liable to KaBOOM! and the Funding Partner(s) for all such additional expenses related to the rescheduled Build Day.
4. Funding Partner(s) Relations. KaBOOM! has a separate contract with the Funding Partner(s) pursuant to which the Funding Partner(s) has agreed to provide financial and human resources for the Project. In recognition of the Funding Partner(s)'s contribution of such resources, the Funding Partner(s) shall receive first placement on any recognition materials developed for the Project, including playground signage, banners, T-shirts, press releases, website and newsletter stories, and flyers, and the City of Detroit shall not solicit sponsors or donors in relation to the Project

flood, riot, act of terrorism, war, transportation delay, or inability due to such causes to obtain required labor, materials or facilities, such party shall not be liable hereunder for such delay or failure and either party may terminate this Agreement if the other is unable to perform any obligation hereunder for a period longer than ten (10) calendar days due to such force majeure event, in which case KaBOOM! shall refund to the City of Detroit any amounts paid to KaBOOM!, less expenses already committed and/or incurred prior to the date of such termination. If, upon termination as provided herein, the sum due KaBOOM! by the City of Detroit exceeds the sum paid to KaBOOM! hereunder, the City of Detroit shall pay KaBOOM! for any such additional sum due upon presentation of appropriate documentation within thirty (30) days of invoice. Except as set forth above, upon any termination, this Agreement shall become void and have no effect, and no party shall have any liability to the other party, except that nothing herein will relieve any party from liability for any intentional breach of this Agreement prior to such termination.

6. General Provisions. The City of Detroit represents to KaBOOM! that all information provided by it to KaBOOM!, including in the Playground Profile Application, is true, correct and complete in all respects and does not omit any information relevant to the Project. Each party has all requisite power and authority, including any necessary approval by its governing body, to execute and deliver this Agreement, and to perform its obligations hereunder. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns, and where expressly stated, their affiliates and representatives. This Agreement shall be governed by and construed under the laws of the State of New York, without regard to conflicts of laws principles to the extent that the application of the laws of another jurisdiction would be required thereby. This Agreement may be altered, modified or amended only by a written document signed by both parties. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute the same agreement and may be delivered by facsimile or electronic mail transmission with the same force and effect as if originally executed copies hereof were delivered. Any notices required or permitted to be given hereunder shall be sent by certified or registered United States mail, postage prepaid, by personal delivery addressed to the applicable party or by facsimile or electronic mail transmission (the receipt of which is confirmed) at the address set forth under such party's signature below. The Funding Partner(s) shall be an intended third party beneficiary of Sections 1(b), (e), (f), (g), (h), (i) and (j) and Sections 2(b), 3, 4 and 6 of this Agreement and is entitled to enforce its rights under such sections as if it were a party to this Agreement.

By executing this Community Partner Playground Agreement where indicated below, each of KaBOOM! and the City of Detroit agrees, as of the date identified above, to be legally bound by all of the terms and provisions set forth above.

City of Detroit

KaBOOM!, Inc.

By: _____
Name: Janet Anderson
Title: Director, General Services, City of Detroit

By: _____
Name: Gerry Megas
Title: Chief Financial Officer

Address:
18100 Meyers
Detroit, MI 48235
T: (313) 224-3877
F: (313) 224-1860
e-mail: andersonjan@detroitmi.gov

Address:
4301 Connecticut Ave. NW, Suite ML-1
Washington, DC 20008
T: (202) 464-6180
F: (202) 659-0210
e-mail: gmeqas@kaboom.org

Contact information for the person who should receive KaBOOM! Invoices:

Name: Donna Miller

Telephone number: (313) 628-0293

Mailing Address:
18100 Meyers
Detroit, MI 48235

Email: MillerDo@detroitmi.gov



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF DEVELOPMENT AND GRANTS

18

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1026
DETROIT, MICHIGAN 48226
PHONE: 313 • 628-2158
FAX: 313 • 224 • 0542
WWW.DETROITMI.GOV

April 23, 2019

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to accept a donation of Seven Laptops

The Quicken Loans Community Fund has awarded a donation to the City of Detroit Department of Neighborhoods (DON) with eight laptops: five used (refurbished), and three new laptops worth a total of \$4,475.00. There is no match requirement for this donation.

The objective of the donation to the department is to support AmeriCorps Vista volunteer outreach efforts on behalf of the Department of Neighborhoods (DON), and in coordination with District Managers across the City of Detroit.

I respectfully ask your approval to accept this donation in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs
Director, Office of Development and Grants

CC:
Katerli Bounds, Deputy Director, Grants
Sajjiah Parker, Assistant Director, Grants

This request has been approved by the Law Department

CITY CLERK 2019 MAY 6 AM 10:45

RESOLUTION

Council Member _____

WHEREAS, the Department of Neighborhoods (DON) has been awarded a donation from the Quicken Loans Community Fund, valued at \$4,475.00 and

WHEREAS, this request has been approved by the Law Department; now

THEREFORE, BE IT RESOLVED, that the Department of Neighborhoods (DON) is hereby authorized to accept a donation of eight laptops for AmeriCorps Vista volunteer outreach efforts on behalf of the Department of Neighborhoods (DON), and in coordination with District Managers across the City of Detroit.

April 22, 2019

City of Detroit
Mayor's Office, Department of Neighborhoods
2 Woodward Avenue, Suite 1126
Detroit, MI 48226
Attn: Ray Solomon & Monique Phillips

Dear Ray and Monique,

On behalf of the Quicken Loans Community Fund (QLCF) and the Family of Companies, I would like to congratulate you and the City of Detroit for receiving an AmeriCorps VISTA Grant from the Corporation for National and Community Service (CNCS) to support the placement of 7 full-time VISTA members, one dedicated for each of the 7 Districts in Detroit.

VISTAS are leading outreach efforts on behalf of the Department of Neighborhoods (DON) that provide assistance to each of the city's District Managers (7 total) by supporting the creation and expansion efforts of block clubs, assessing blight remediation programs, and expanding economic opportunities for residents through tax foreclosure prevention. VISTAS use the laptops to perform a number of vital functions such as: tracking and entering all constituent information into a tracking tool to document their concerns -- a function that helps the District Managers maintain accurate and current records and address concerns in a timely fashion; e-mailing and corresponding with constituents; creating documents to help start block clubs and supporting capacity building for them; organizing meeting materials; implementing resource mapping, and; submitting departmental reports, among many others.

We also understand that the CNCS AmeriCorps VISTA Grant does not provide computers for the VISTAs, and that the seven AmeriCorps VISTA members will each need access to a computer as soon as possible. QLCF is committed to making a laptop donation consisting of (5) Refurbished Dell 7740 Laptops valued at \$475 each and (3) New Dell Latitude 3480 valued at \$700 each, to support the activities of these new VISTA members. Beginning immediately, you may pick up the computers at the following address: One Campus Martius, 1050 Woodward Avenue, Detroit, MI. The computers are currently being offered solely on a 90-day extended trial basis, which can be further extended to 180-days at the request of either QLCF or the City. This trial period is designed to determine whether the software and operating system of the computers



are compatible with the needs of the VISTA members. Contingent upon the Detroit City Council and the Mayor's approval of a donation of the computers by QLCF to the City, and upon a mutual agreement between QLCF and the City that the computers fit the needs of the VISTA members, QLCF will permanently donate the computers to the City. The stated value is **\$4,475**.

The Quicken Loans Community Fund (QLCF) is not responsible for replacement or repair of any lost, stolen, or damaged computers. At the end of the project term, the computers may be used to support additional VISTA members or other volunteers and/or the Department of Neighborhoods. QL expects that the City will treat the computers with the same level of care given to other City owned technology and equipment.

Please accept this donation on behalf of QLCF as a symbol of our continued support of the Department of Neighborhoods within the City of Detroit and the CNCS AmeriCorps VISTA program. Please reach out to me if you have any questions or concerns.

Sincerely,



Laura Grannemann

VP, Strategic Investments
Quicken Loans Community Fund



*Formal Session Agenda
Referrals
5-14-19*

PLANNING AND ECONOMIC DEVELOPMENT STANDING COMMITTEE

19

**OFFICE OF CONTRACTING
AND PROCUREMENT**

May 8, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6001484 100% Federal Funding – AMEND 1– To Provide Rehab for Property at 13560 E. McNichols (ADA Renovations, Bathroom Renovations for ADA Access, and Improvements to meet Code Violations). – Contractor: Matrix Human Services – Location: 120 Parsons, Detroit, MI 48201 – Contract Period: September 1, 2019 through February 28, 2021– Total Contract Amount: \$240,000.00 **HOUSING AND REVITALIZATION** (*This Amendment is to Add Time Only, Original Expiration 8/31/19*)

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **TATE**

RESOLVED, that Contract No. 6001484 referred to in the foregoing communication dated May 8, 2019, be hereby and is approved.

26

**OFFICE OF CONTRACTING
AND PROCUREMENT**

May 8, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6002120 100% City Funding – To Administer the Detroit Promise Scholarship Program. – Contractor: Detroit Regional Chamber Foundation, Inc. – Location: 1 Woodward Ave., Ste. 1900, Detroit MI 48226 – Contract Period: Upon City Council Approval through June 30, 2022 – Total Contract Amount: \$500,000.00 **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **TATE**

RESOLVED, that Contract No. 6002120 referred to in the foregoing communication dated May 8, 2019, be hereby and is approved.



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

21

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE SUITE 808
DETROIT, MICHIGAN 48226
(313) 224-1339 • TTY: 711
(313) 224-1310
WWW.DETROITMI.GOV

April 23, 2019

Detroit City Council
2 Woodward Avenue
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

**Re: Correction
12001 Gleason, Detroit, MI 48212**

Honorable City Council:

By resolution adopted November 7, 2018, your Honorable Body authorized the transfer of the referenced property to New Mt. Hermon Missionary Baptist Church, a Michigan nonprofit corporation. The legal description attached to the resolution should have identified the parcel numbers as 20012351-69, instead of 20013251. Please amend the November 7, 2018 resolution to replace the previous exhibit A with the attached exhibit A.

We request that your Honorable Body approve the correction of the name in the above referenced resolution.

Respectfully submitted,


Maurice D. Cox, Director
Detroit Planning and Development Department

CITY CLERK 2019 MAY 6 PM 4:124



By Council Member _____

RESOLVED, that the resolution adopted November 7, 2018, authorizing the transfer of 12001 Gleason, Detroit, Michigan to New Mt. Hermon Missionary Baptist Church, a Michigan nonprofit corporation, be amended to replace the previous exhibit A with the attached exhibit A, so as to reflect the correct tax parcel numbers of 20012351-69.

RESOLVED, that the Director of the Planning and Development Department, or his or her designee is authorized to execute any required instruments to make and incorporate technical amendments or changes to the Quit Claim Deed (including but not limited to corrections to or confirmations of legal descriptions, or timing of tender of possession of particular parcels) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or technical matters that may arise prior to the conveyance of the Property, provided that the changes do not materially alter the substance or terms of the transfer and sale.

EXHIBIT A
LEGAL DESCRIPTION

Land in the City of Detroit, County of Wayne and State of Michigan being NORTH DEACON
LOTS 1257 THRU 1275 AND LOTS 1348 THRU 1366 AND VAC DEACON AVE ADJ MARION
PARK NO 4 L55 P100 PLATS, W C R 20/455 5.7213 AC

Commonly known as: 12001 Gleason 73 E
Parcel ID No. 20012351-69

Description Correct
Engineer of Surveys

By: 

Basil Sarim, P.S.
Professional Surveyor
City of Detroit/DPW, CED

City of Detroit

CITY COUNCIL


22

RAQUEL CASTAÑEDA-LÓPEZ
COUNCIL MEMBER
DISTRICT 6

MEMORANDUM

TO: David Whitaker, Director, Legislative Policy Division

THRU: Council Member Brenda Jones, Council President

FROM: Council Member Raquel Castañeda-López 

DATE: May 6, 2019

RE: Proposed Re-Zoning Near Livernois and W. Vernor

I request that the City Planning Commission work with my office to evaluate the feasibility of re-zoning a section of land bounded by Livernois on the West, railroad tracks to the North and an additional set of railroad tracks to the South and East.

Please do not hesitate to contact my office if you have any questions. Thank you.

Cc: Honorable Detroit City Council
Stephanie Washington, Mayor's Liaison
City Clerk

CITY CLERK 2019 MAY 6 AM 10:51

*Journal Session Agenda
Revisions
5-14-19*

PUBLIC HEALTH AND SAFETY STANDING COMMITTEE

23

**OFFICE OF CONTRACTING
AND PROCUREMENT**

May 8, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3033755 100% City Funding – To Provide Office Furniture for DPD. – Contractor:
Aarow Office Supply Co. – Location: 17005 Grand River, Detroit, MI
48227 – Contract Period: One Time Purchase. – Total Contract Amount:
\$37,647.75 **POLICE**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3033755 referred to in the foregoing communication dated May 8, 2019, be hereby and is approved.

24

**OFFICE OF CONTRACTING
AND PROCUREMENT**

May 8, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3034106 100% City Funding – To Provide Emergency Residential Demolition at 3432 Eastern. – Contractor: Gayanga Co. – Location: 1420 Washington Blvd., Ste. 301, Detroit, MI 48226 – Contract Date: Upon City Council Approval through May 6, 2020 – Total Contract Amount: \$33,800.00
HOUSING AND REVITALIZATION

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 3034106 referred to in the foregoing communication dated May 8, 2019, be hereby and is approved.

25

**OFFICE OF CONTRACTING
AND PROCUREMENT**

May 8, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3034362 100% City Funding – To Provide Imminent Danger Commercial Demolition of 7325 Bryden. – Contractor: Dore & Associates Contracting, Inc. – Location: 900 Harry S. Truman Pkwy., Bay City, MI 48706 – Contract Date: Upon City Council Approval through April 28, 2020 – Total Contract Amount: \$47,400.00 **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3034362 referred to in the foregoing communication dated May 8, 2019, be hereby and is approved.

**OFFICE OF CONTRACTING
AND PROCUREMENT**

May 8, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3034385 100% City Funding – To Provide Group 90 Commercial Demolition of 8635 Gratiot. – Contractor: Gayanga Co. – Location: 1420 Washington Blvd., Ste. 301, Detroit, MI 48226 – Contract Date: Upon City Council Approval through April 29, 2020 – Total Contract Amount: \$28,966.00
HOUSING AND REVITALIZATION

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3034385 referred to in the foregoing communication dated May 8, 2019, be hereby and is approved.

**OFFICE OF CONTRACTING
AND PROCUREMENT**

May 8, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3034386 100% City Funding – To Provide Group 93 Commercial Demolition of 10300 E. Warren, and 10956 Shoemaker. – Contractor: Gayanga Co. – Location: 1420 Washington Blvd., Ste. 301, Detroit, MI 48226 – Contract Date: Upon City Council Approval through April 29, 2020 – Total Contract Amount: \$131,600.00 **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3034386 referred to in the foregoing communication dated May 8, 2019, be hereby and is approved.

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**OFFICE OF CONTRACTING
AND PROCUREMENT**

May 8, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3034387 100% City Funding – To Provide Group 91 Commercial Demolition of 12533 Harper, and 2635 Harper. – Contractor: Adamo Demolition Co. – Location: 320 E. Seven Mile, Detroit, MI 48203 – Contract Date: Upon City Council Approval through April 29, 2020 – Total Contract Amount: \$268,170.20 **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3034387 referred to in the foregoing communication dated May 8, 2019, be hereby and is approved.

OFFICE OF CONTRACTING
AND PROCUREMENT

May 8, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3034436 100% City Funding – To Provide Emergency Residential Demolition at 8206 Lyford, and 8216 Kenney. – Contractor: Gayanga Co. – Location: 1420 Washington Blvd., Ste. 301, Detroit, MI 48226 – Contract Date: Upon City Council Approval through May 13, 2020 – Total Contract Amount: \$40,500.00 **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 3034436 referred to in the foregoing communication dated May 8, 2019, be hereby and is approved.



**OFFICE OF CONTRACTING
AND PROCUREMENT**

May 8, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3034437 100% City Funding – To Provide Emergency Residential Demolition at 3044 Cortland. – Contractor: Gayanga Co. – Location: 1420 Washington Blvd., Ste. 301, Detroit, MI 48226 – Contract Date: Upon City Council Approval through May 13, 2020 – Total Contract Amount: \$31,150.00
HOUSING AND REVITALIZATION

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3034437 referred to in the foregoing communication dated May 8, 2019, be hereby and is approved.



**OFFICE OF CONTRACTING
AND PROCUREMENT**

May 8, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3034438 100% City Funding – To Provide Emergency Residential Demolition at 6951 Parkwood. – Contractor: Gayanga Co. – Location: 1420 Washington Blvd., Ste. 301, Detroit, MI 48226 – Contract Date: Upon City Council Approval through May 13, 2020 – Total Contract Amount: \$27,650.00
HOUSING AND REVITALIZATION

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 3034438 referred to in the foregoing communication dated May 8, 2019, be hereby and is approved.

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**OFFICE OF CONTRACTING
AND PROCUREMENT**

May 8, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3034474 100% City Funding – To Provide Imminent Danger Demolition of 20 E. Longwood. – Contractor: Adamo Demolition Co. – Location: 320 E. Seven Mile, Detroit, MI 48203 – Contract Date: Upon City Council Approval through May 2, 2020 – Total Contract Amount: \$18,300.00
HOUSING AND REVITALIZATION

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 3034474 referred to in the foregoing communication dated May 8, 2019, be hereby and is approved.



CITY OF DETROIT
LAW DEPARTMENT



COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 500
DETROIT, MICHIGAN 48226-3437
PHONE 313•224•4550
FAX 313•224•5505
WWW.DETROITMI.GOV

May 8, 2019

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, Michigan

Re: Proposed Amendment of Chapter 55 of the 1984 Detroit City Code, *Traffic and Motor Vehicles*, Article I, *Generally*, Division 2, *Violation and Penalties*.

Honorable City Council:

At the request of Council President Brenda Jones and Council President Pro Tem Mary Sheffield, the Law Department has prepared and approved as to form the attached proposed amendment for your consideration. The proposed amendment to the ordinance will provide for a fine reduction on certain violations for vehicles registered in the Detroit when paid within five days of the issuance of the ticket.

Respectfully submitted,

Tonja R. Long
Supervising Assistant Corporation Counsel
City of Detroit Law Department

CITY CLERK 2019 MAY 9 PM 4:00

SUMMARY

AN ORDINANCE to amend Chapter 55 of the 1984 Detroit City Code, *Traffic and Motor Vehicles*, Article I, *Generally*, Division 2, *Violations and Penalties*, by amending and restating Section 55-1-32, *Schedule of fines for parking violations*, in order to provide for a fine reduction on certain violations for vehicles registered to Detroit residents when paid within five days following the issuance of the ticket.

1 **BY COUNCIL MEMBER** _____:

2 AN ORDINANCE to amend Chapter 55 of the 1984 Detroit City Code, *Traffic and Motor*
3 *Vehicles*, Article I, *Generally*, Division 2, *Violations and Penalties*, by amending Section 55-1-32,
4 *Schedule of fines for parking violations*, in order to provide for a fine reduction on certain
5 violations for vehicles registered to Detroit residents when paid within five days following the
6 issuance of the ticket.

7 **IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT**
8 **THAT:**

9 **Section 1.** Chapter 55 of the 1984 Detroit City Code, *Traffic and Motor Vehicles*,
10 Article 1, *Generally*, Division 3, *Violations and Penalties*, be amended by amending Section 55-
11 1-32, to read as follows:

12 **CHAPTER 55. TRAFFIC AND MOTOR VEHICLES**

13 **ARTICLE I. GENERALLY**

14 **DIVISION 2. VIOLATIONS AND PENALTIES**

15 **Sec. 55-1-32. Schedule of fines for parking violations.**

16 (a) In accordance with Section 9-509 of the 2012 Detroit City Charter, the schedule of fines,
17 and of penalties for the late payment of fines, for parking violations are as follows:

Violations	Violation Code	Fine	<u>Fine When Paid Within 5 Days to vehicles registered to Detroit residents</u>	Fine When Paid After 30 Days, inclusive of late penalties, For Vehicles Registered in Michigan	Fine When Paid After 30 Days, inclusive of late penalties, for Vehicles Registered in Another State or Country
Parked in prohibited area/no parking	801	\$45.00	<u>\$22.50</u>	\$65.00	\$95.00
Improper Parking	802	\$45.00	<u>\$45.00</u>	\$65.00	\$95.00
Blocking alley	804.1	\$45.00	<u>\$45.00</u>	\$65.00	\$95.00
Blocking driveway	804.2	\$45.00	<u>\$45.00</u>	\$65.00	\$95.00
Blocking crosswalk	804.3	\$45.00	<u>\$45.00</u>	\$65.00	\$95.00
Double parking	805.1	\$45.00	<u>\$45.00</u>	\$65.00	\$95.00
Double standing	805.2	\$45.00	<u>\$45.00</u>	\$65.00	\$95.00
Fire hydrant	805.3	\$45.00	<u>\$45.00</u>	\$65.00	\$95.00
No standing (anytime)	811.1	\$45.00	<u>\$45.00</u>	\$65.00	\$95.00
Snow emergency violation	811.2	\$45.00	<u>\$45.00</u>	\$65.00	\$95.00
Coach stop	811.3	\$45.00	<u>\$45.00</u>	\$65.00	\$95.00
No standing (a.m.)	812	\$45.00	<u>\$45.00</u>	\$65.00	\$95.00
No standing (p.m.)	813	\$45.00	<u>\$45.00</u>	\$65.00	\$95.00
Overtime parking	814	\$45.00	<u>\$45.00</u>	\$65.00	\$95.00
Parking meter violation	821	\$45.00	<u>\$22.50</u>	\$65.00	\$95.00

Parking in area reserved for the handicapped	830	\$150.00	<u>\$150.00</u>	\$170.00	\$200.00
DPW street cleaning	835	\$45.00	<u>\$45.00</u>	\$65.00	\$95.00
Unauthorized parking – Private property	840	\$45.00	<u>\$45.00</u>	\$65.00	\$95.00
Unattended – Key in vehicle	860	\$45.00	<u>\$45.00</u>	\$65.00	\$95.00
No stopping	870	\$45.00	<u>\$45.00</u>	\$65.00	\$95.00
Vehicle and equipment specified in section 55-4-39	880	\$150.00	<u>\$150.00</u>	\$170.00	\$200.00

This schedule shall be posted at the Municipal Parking Department Parking Violations Bureau and, if located in a different location than the Parking Violations Bureau, at the main office of the Municipal Parking Department.

~~(b) — The amendment of Subsection (a) of this section, to increase in parking fines and penalties for the late payment of fines was enacted by the City of Detroit through Emergency Manager Order No. 24 issued April 3, 2014, pursuant the Local Financial Stability and Choice Act, being MCL 141.1541 *et seq.* Order No. 24, which included the increases in parking fines and penalties for the late payment of fines, was published in the *Detroit Legal News* on April 8, 2014, together with notice of a public hearing on the amendment to be held April 14, 2014 at the Erma Henderson Auditorium, 13th floor, Coleman Young Municipal Center, at 3:00 P.M. The public meeting was so held. Commencing on or about April 14, 2014, City of Detroit parking tickets reflected, and the Municipal Parking Department collected, the newly enacted fines and penalties. Further, in accordance with the Local Financial Stability and Choice Act, being MCL 141.1541 *et*~~

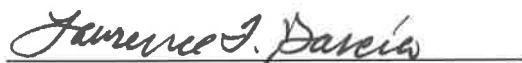
1 ~~seq., all actions previously taken by the City, including the Emergency Manager and the Municipal~~
2 ~~Parking Department and its staff, agents or representatives, relating to the establishment and~~
3 ~~collection of parking said fines and penalties for the late payment of fines in accordance with~~
4 ~~Subsection (a) of this section, are affirmed.~~

5 **Section 2.** All ordinances, or parts of ordinances, that are in conflict with this
6 ordinance are repealed.

7 **Section 3.** This ordinance is declared necessary to preserve the public peace, health,
8 safety, and welfare of the People of the City of Detroit.

9 **Section 4.** In the event that this ordinance is passed by a two-thirds (2/3) majority of
10 City Council members serving, it shall be given immediate effect and become effective upon
11 publication in accordance with Section 4-118 of the 2012 Detroit City Charter. In the event that
12 this ordinance is passed by less than a two-thirds (2/3) majority of the City Council members
13 serving, it shall become effective on the thirtieth (30) day after enactment, or on the first business
14 day thereafter, in accordance with Section 4-118 of the 2012 City Charter.

Approved as to form:



Lawrence T. García
Corporation Counsel



Date: May 1, 2019

HONORABLE CITY COUNCIL

RE: **RECOMMENDATION FOR DEFERRAL**
ADDRESS: 12001 Engleside
NAME: Michael Hudkins
Demolition Ordered: October 31, 2011

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection conducted on April April 29, 2019 revealed that the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 2nd deferral request for this property.**

Therefore, we respectfully recommended that the demolition order be deferred for a period of six months subject to the following conditions:

1. A permit for rehabilitation work shall be applied for within ten (10) business days from the date of the City Council decision.
2. BSEED will schedule a Progress Inspection within forty-five (45) calendar days from the date of the rehabilitation permit to determine whether substantial progress has been made. Thereafter, the owner must submit to BSEED detailed inspection reports, with photos showing evidence of the work completed, every forty-five (45) calendar days, for the duration of the rehabilitation work, to demonstrate that substantial progress has been made during the approved time frame for rehabilitation.
3. The building shall have all imminently hazardous conditions immediately corrected, be maintained, and securely barricaded until rehabilitation is complete. Rehabilitation work is to be completed within six (6) months, at which time the owner will obtain one of the following from this department:
 - Certificate of Acceptance related to building permits
 - Certificate of Approval as a result of a Housing Inspection
 - Certificate of Compliance, required for all rental properties
4. The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).
5. The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.
6. Prior to seeking a permit extension, the owner must contact BSEED and request to extend the deferral period.

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been satisfied and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, the deferral may be rescinded by the City Council at any time and we may proceed with demolition without further notice. In addition, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

David Bell
Director

DB:bkd

cc: Michael Hudkins, 11774 College ST, Detroit, MI 48205
Michael Hudkins, 12001 Engleside, Detroit, MI 48205



Date: May 1, 2019

HONORABLE CITY COUNCIL

RE: RECOMMENDATION FOR DEFERRAL
ADDRESS: 13196 Stoepel
NAME: D&V Investments, INC
Demolition Ordered: February 25, 2019

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection conducted on April April 29, 2019 revealed that the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 2nd deferral request for this property.**

Therefore, we respectfully recommended that the demolition order be deferred for a period of six months subject to the following conditions:

1. **A permit for rehabilitation work shall be applied for within ten (10) business days from the date of the City Council decision.**
2. **BSEED will schedule a Progress Inspection within forty-five (45) calendar days from the date of the rehabilitation permit to determine whether substantial progress has been made. Thereafter, the owner must submit to BSEED detailed inspection reports, with photos showing evidence of the work completed, every forty-five (45) calendar days, for the duration of the rehabilitation work, to demonstrate that substantial progress has been made during the approved time frame for rehabilitation.**
3. **The building shall have all imminently hazardous conditions immediately corrected, be maintained, and securely barricaded until rehabilitation is complete. Rehabilitation work is to be completed within six (6) months, at which time the owner will obtain one of the following from this department:**
 - **Certificate of Acceptance related to building permits**
 - **Certificate of Approval as a result of a Housing Inspection**
 - **Certificate of Compliance, required for all rental properties**
4. **The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).**
5. **The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.**
6. **Prior to seeking a permit extension, the owner must contact BSEED and request to extend the deferral period.**

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been satisfied and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, the deferral may be rescinded by the City Council at any time and we may proceed with demolition without further notice. In addition, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

David Bell
Director

DB:bkd

cc: D&V Investments, INC, 19424 Lennane, Redford, MI 48240
Brandie Ivy, P.O. Box 401562, Redford, MI 48240



Date: May 1, 2019

HONORABLE CITY COUNCIL

RE: **RECOMMENDATION FOR DEFERRAL**

ADDRESS: 6881 W. Warren

NAME: SAMINA LLC

Demolition Ordered: October 23, 2017

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection conducted on January 29 & February 25, 2019 revealed that the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 2ND deferral request for this property.**

Therefore, we respectfully recommended that the demolition order be deferred for a period of six months subject to the following conditions:

1. **A permit for rehabilitation work shall be applied for within ten (10) business days from the date of the City Council decision.**
2. **BSEED will schedule a Progress Inspection within forty-five (45) calendar days from the date of the rehabilitation permit to determine whether substantial progress has been made. Thereafter, the owner must submit to BSEED detailed inspection reports, with photos showing evidence of the work completed, every forty-five (45) calendar days, for the duration of the rehabilitation work, to demonstrate that substantial progress has been made during the approved time frame for rehabilitation.**
3. **The building shall have all imminently hazardous conditions immediately corrected, be maintained, and securely barricaded until rehabilitation is complete. Rehabilitation work is to be completed within six (6) months, at which time the owner will obtain one of the following from this department:**
 - **Certificate of Acceptance related to building permits**
 - **Certificate of Approval as a result of a Housing Inspection**
 - **Certificate of Compliance, required for all rental properties**
4. **The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).**
5. **The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.**
6. **Prior to seeking a permit extension, the owner must contact BSEED and request to extend the deferral period.**

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been satisfied and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, the deferral may be rescinded by the City Council at any time and we may proceed with demolition without further notice. In addition, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

David Bell
Director

DB:bkd

cc: SAMINA LLC, 4574 Walwit ST, Dearborn, MI 48126



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
ADMINISTRATION DIVISION



COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 513
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PHONE: 313-224-3901 TTY: 311
FAX: 313-224-1464
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April 24, 2019

THE HONORABLE CITY COUNCIL:

**RE: Traffic Control Devices
Installed and Discontinued**

We are submitting a list of traffic control devices that were installed and discontinued during the period of **December 16, 2018 - January 15, 2019**, to your Honorable Body for approval.

Respectfully

Ron Brundidge
Director
Department of Public Works

RB/AP/ss

Xc: Mayor's Office
Municipal Parking Department
Ashok Patel, City Traffic Engineer



BY COUNCIL MEMBER _____

RESOLVED, That the traffic regulations, as listed in Communications from the Department of Public Works dated **December 16, 2018 - January 15, 2019**, and the discontinuance of restrictions as listed therein, be and the same are hereby approved and confirmed and further, RESOLVED, That any regulation or restriction in conflict with the foregoing be and the same is hereby rescinded.

Provided, That the traffic regulations adopted pursuant to the Ordinance provisions of **Section 55-2-1, 55-2-2, and 55-2-3 of Chapter 55, Article 2, of the Code of Detroit** and properly indicated by signs, signals, markings, or other devices as authorized by the ordinance provisions, and further, Provided, The traffic regulations listed in the communication above referred to shall be kept on file by the City Clerk in his/her office for reference and for inspection.

**TRAFFIC CONTROL DEVICES
INSTALLED AND DISCONTINUED**

December 16, 2018 - January 15, 2019

<u>HANDICAPPED PARKING SIGNS</u>	<u>DATE INSTALLED</u>
Fairfield WS in front of 15471 Fairfield	01/09/2019
Trenton WS in front of 5645 Trenton	01/08/2019
Kenmoor NS in front of 11241 Kenmoor	01/08/2019
Seven Mile W NS btw 170 & 210 W/O Mansfield	01/04/2019
Waterman ES in front of 1304 Waterman	01/02/2019
Elmdale NS in front of 12131 Elmdale	12/20/2018
Manor WS in front of 9419 Manor	12/19/2018

<u>PARKING PROHIBITION SIGNS</u>	<u>DATE INSTALLED</u>
Griswold WS btw Congress and Larned	01/15/2019
"No Parking No Standing No Stopping"	
St Antoine WS btw Congress and Larned	01/04/2019
"No Parking No Standing No Stopping"	

<u>PARKING REGULATIONS SIGNS</u>	<u>DATE INSTALLED</u>
Jefferson E NS btw Van Dyke & 238 W/O Van Dyke	01/04/2019
"Pick-Up Zone 15 Minutes"	
St Antoine WS btw Larned & 88' S/O Larned	12/20/2018
"No Parking 7AM-6PM"	

TRAFFIC CONTROL SIGNS

DATE
INSTALLED

None

TURN CONTROL SIGNS

DATE
INSTALLED

None

STOP SIGNS

DATE
INSTALLED

Loretto to govern Newport at Loretto "Stop"	01/15/2019
Carlisle to govern EB Carlisle at Mohican "Stop"	01/11/2019
Collingham to govern EB Collingham at Mohican "Stop"	01/11/2019
Edmore to govern EB Edmore at Marbud "Stop"	01/11/2019
Collingham to govern SB & NB Marbud at Collingham "Stop"	01/11/2019
Carlisle to govern EB & WB Carlisle at Marbud "Stop"	01/11/2019
Brockton to govern WB Doremas at Brockton "Stop"	12/21/2018
Jefferson E to govern SB St Antoine at Jefferson E "Stop"	12/20/2018
Majestic to govern North & Southbound Woodmont at Majestic "Stop"	12/14/2018
Bringard to govern EB Bringard at Mohican "Stop"	12/03/2018

YIELD SIGNS

DATE
INSTALLED

Chrysler FWY WSD to govern WB Macomb at
Chrysler FWY WSD
"Yield"

12/27/2018

ONE WAY SIGNS

DATE
INSTALLED

None

SPEED LIMIT SIGNS

DATE
INSTALLED

None

DISCONTINUED

HANDICAPPED PARKING SIGNS

DATE DIS- CONTINUED

Gilbert ES in front of 4010 Gilbert	01/14/2019
Fort W SS btw 84' & 136' E/O First	01/08/2019
Sharon WS in front of 2345 + 2351 Sharon	01/04/2019
Alter WS in front of 1629 Alter	01/02/2019
Alter WS in front of 1507 Alter	01/02/2019
Military ES at 1220 Military	12/20/2018
Stansbury WS in front of 14415 Stansbury	12/17/2018

PARKING PROHIBITION SIGNS

DATE DIS- CONTINUED

Vermont WS from Grand Rive to Calumet "No Parking (Symbol)"	01/14/2019
Buchanan NS from Grand River to Wabash "No Parking (Symbol)"	01/14/2019
Canfield W NS from Avery to Rosa Parks "No Parking (Symbol)"	01/14/2019
Canfield W NS from Commonwealth to Avery "No Parking (Symbol)"	01/14/2019
Canfield W from Rosa Parks to Grand River "No Parking (Symbol)"	01/14/2019
Buchanan SS from Wabash to Grand River "No Standing (Symbol)"	01/14/2019
Cadillac Square SS btw 130' and 169' E/O Woodward "No Standing (Symbol)"	01/04/2019
Alter WS btw S/O Kercheval 1492 & 1917 "No Standing (Symbol)"	01/02/2019

PARKING REGULATION SIGNS

DATE DIS- CONTINUED

Fort W SS btw 32' and 84' E/O First "Pick Up Zone 15 Minutes 7AM-6PM"	01/08/2019
--------------------------------------------------------------------------	------------

Shelby WS from Congress W to Larned W
"No Standing 7-9AM 4-6PM MON thru FRI"

01/02/2019

PARKING REGULATION SIGNS

DATE DIS-
CONTINUED

Shelby ES from Larned W to Congress W
"No Standing 7-9AM 4-6PM MON thru FRI"

01/02/2019

Alter WS btw S/O Kercheval 1492 & 1917
"No Stopping 7-9:30AM 2-4:30PM School
Days Only"

01/02/2019

Alter WS btw S/O Kercheval 1770 & 1917
"5 Minute Loading 7 A.M. - 5 P.M. School
Days Only"

01/02/2019

TRAFFIC CONTROL SIGNS

DATE DIS-
CONTINUED

None

TURN CONTROL SIGNS

DATE DIS-
CONTINUED

None

STOP SIGNS

DATE DIS-
CONTINUED

None

YIELD SIGNS

DATE DIS-
CONTINUED

None

ONE WAY SIGNS

DATE DIS-
CONTINUED

None

SPEED LIMIT SIGNS

None

DATE DIS-
CONTINUED



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
ADMINISTRATION DIVISION



COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 513
DETROIT, MICHIGAN 48226
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FAX: 313-224-1464
WWW.DETROITMI.GOV

April 24, 2019

THE HONORABLE CITY COUNCIL:

**RE: Traffic Control Devices
Installed and Discontinued**

We are submitting a list of traffic control devices that were installed and discontinued during the period of **January 16, 2019 - February 15, 2019**, to your Honorable Body for approval.

Respectfully

Ron Brundidge
Director
Department of Public Works

RB/AP/ss

Xc: Mayor's Office
Municipal Parking Department
Ashok Patel, City Traffic Engineer



BY COUNCIL MEMBER _____

RESOLVED, That the traffic regulations, as listed in Communications from the Department of Public Works dated **January 16, 2019 - February 15, 2019**, and the discontinuance of restrictions as listed therein, be and the same are hereby approved and confirmed and further, RESOLVED, That any regulation or restriction in conflict with the foregoing be and the same is hereby rescinded.

Provided, That the traffic regulations adopted pursuant to the Ordinance provisions of **Section 55-2-1, 55-2-2, and 55-2-3 of Chapter 55, Article 2, of the Code of Detroit** and properly indicated by signs, signals, markings, or other devices as authorized by the ordinance provisions, and further, Provided, The traffic regulations listed in the communication above referred to shall be kept on file by the City Clerk in his/her office for reference and for inspection.

TRAFFIC CONTROL DEVICES
INSTALLED AND DISCONTINUED

January 16, 2019 - February 15, 2019

<u>HANDICAPPED PARKING SIGNS</u>	<u>DATE INSTALLED</u>
Harold NS in front of 3905 Harold	02/13/2019
Harold NS in front of 3887 Harold	02/13/2019
Goddard ES in front of 19696 Goddard	02/12/2019
Ferguson WS in front of 20566 Ferguson	02/05/2019
Nashville SS in front of 11448 Nashville	01/17/2019

<u>PARKING PROHIBITION SIGNS</u>	<u>DATE INSTALLED</u>
Fort E btw Randolph to Brush	01/24/2019
"No Parking except City Vehicles"	
Brush WS btw Congress and Fort	01/24/2019
"No Parking except City Vehicles"	
Woodward WS btw Congress and Larned	01/24/2019
"No Parking except City Vehicles"	
Fort E btw Randolph to Brush	01/24/2019
"No Parking except City Vehicles"	
Monroe NS btw Randolph and Brush	01/16/2019
"No Parking No Standing No Stopping"	
Monroe SS btw Beaubien and St Antoine	01/16/2019
"No Parking No Standing No Stopping"	
Monroe SS btw Brush and Beaubien	01/16/2019
"No Parking No Standing No Stopping"	
Monroe NS btw St Antoine and Chrysler WSD	01/16/2019
"No Parking No Standing No Stopping"	
Monroe NS btw Beaubien and St Antoine	01/16/2019
"No Parking No Standing No Stopping"	

<u>PARKING REGULATIONS SIGNS</u>	<u>DATE INSTALLED</u>
Woodward ES btw Milwaukee and 78 N/O Milwaukee "Loading Zone Commercial Vehicles Only 7AM-6PM"	01/17/2019

<u>TRAFFIC CONTROL SIGNS</u>	<u>DATE INSTALLED</u>
None	

<u>TURN CONTROL SIGNS</u>	<u>DATE INSTALLED</u>
None	

<u>STOP SIGNS</u>	<u>DATE INSTALLED</u>
Steel to govern EB & NB Thatcher @ Steel "Stop"	02/04/2019
Thatcher to govern NB & SB Steel @ Thatcher "Stop"	02/04/2019
Pilgrim to govern NB & SB Wisconsin @ Pilgrim "Stop"	02/04/2019
Wisconsin to govern EB & WB Pilgrim @ Wisconsin "Stop"	02/04/2019
Indiana to govern NB Indiana @ Midland "Stop"	02/04/2019
Indiana to govern EB & WB Midland @ Indiana "Stop"	02/04/2019
Cloverlawn to govern NB& SB Cloverlawn @ Pilgrim	02/01/2019

"Stop"

<u>STOP SIGNS</u>	<u>DATE INSTALLED</u>
Midland to govern EB & WB Midland @ Northlawn "Stop"	01/24/2019
Northlawn to govern NB & SB Northlawn @ Pilgrim "Stop"	01/24/2019
Midland to govern NB & SB Ohio @ Midland "Stop"	01/24/2019
Cherrylawn to govern EB & WB Midland @ Cherrylawn "Stop"	01/18/2019
Cherrylawn to govern NB & SB Cherrylawn @ Midland "Stop"	01/18/2019
Cherrylawn to govern EB & WB Pilgrim @ Cherrylawn "Stop"	01/18/2019
Cherrylawn to govern NB & SB Cherrylawn @ Pilgrim "Stop"	01/18/2019
Beaubien to govern NB Beaubien @ Winder "Stop"	01/16/2019
Beaubien to govern EB Fisher FWY @ Beaubien "Stop"	01/16/2019
Beaubien to govern SB Beaubien @ Fisher FWY "Stop"	01/16/2019

<u>YEILD SIGNS</u>	<u>DATE INSTALLED</u>
None	

<u>ONE WAY SIGNS</u>	<u>DATE INSTALLED</u>
None	

SPEED LIMIT SIGNS

DATE
INSTALLED

None

DISCONTINUED

HANDICAPPED PARKING SIGNS

DATE DIS-
CONTINUED

Leverette SS in front of 1645 Leverette	02/14/2019
Gladstone SS in front of 23 Gladstone	02/13/2019
Snowden WS in front of 15095 Snowden	02/05/2019
Anglin W in front of 14035 Anglin	02/01/2019
Keystone WS in front of 19371 Keystone	02/01/2019
Snowden WS in front of 15095 Snowden	01/24/2019

PARKING PROHIBITION SIGNS

DATE DIS-
CONTINUED

St Aubin ES btw Alexandrine E & Superior "No Parking (Symbol)"	02/13/2019
St Aubin ES btw Illinois & Leland "No Parking (Symbol)"	02/13/2019
St Aubin ES btw St Joseph @ Illinois "No Parking (Symbol)"	02/13/2019
Woodbridge btw 114 & St Antoine "No Standing (Symbol)"	01/24/2019
Brush WS btw Ferry & Palmer "No Parking (Symbol)"	01/24/2019
Brush WS btw Frederick & Ferry "No Parking (Symbol)"	01/24/2019
Brush WS btw Farnsworth & Frederick "No Parking (Symbol)"	01/23/2019
Brush WS btw Palmer & Hendrie "No Parking (Symbol)"	01/23/2019

PARKING PROHIBITION SIGNS

DATE DIS-
CONTINUED

Woodbridge SS btw 60 & 399 E/O
Schweitzer Place
"No Standing (Symbol)"
Trumbull ES from 169 W/O Sycamore to
Martin L King JR BLVD
"No Standing (Symbol)"

01/22/2019

01/16/2019

PARKING REGULATION SIGNS

DATE DIS-
CONTINUED

None

TRAFFIC CONTROL SIGNS

DATE DIS-
CONTINUED

None

TURN CONTROL SIGNS

DATE DIS-
CONTINUED

None

STOP SIGNS

DATE DIS-
CONTINUED

None

YIELD SIGNS

DATE DIS-
CONTINUED

None

DATE DIS-

ONE WAY SIGNS

CONTINUED

None

SPEED LIMIT SIGNS

DATE DIS-
CONTINUED

None



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
ADMINISTRATION DIVISION



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April 24, 2019

THE HONORABLE CITY COUNCIL:

**RE: Traffic Control Devices
Installed and Discontinued**

We are submitting a list of traffic control devices that were installed and discontinued during the period of **February 16, 2019 – March 15, 2019**, to your Honorable Body for approval.

Respectfully

Ron Brundidge
Director
Department of Public Works

RB/AP/ss

Xc: Mayor's Office
Municipal Parking Department
Ashok Patel, City Traffic Engineer



BY COUNCIL MEMBER _____

RESOLVED, That the traffic regulations, as listed in Communications from the Department of Public Works dated **February 16, 2019 – March 15, 2019,** and the discontinuance of restrictions as listed therein, be and the same are hereby approved and confirmed and further, RESOLVED, That any regulation or restriction in conflict with the foregoing be and the same is hereby rescinded.

Provided, That the traffic regulations adopted pursuant to the Ordinance provisions of **Section 55-2-1, 55-2-2, and 55-2-3 of Chapter 55, Article 2, of the Code of Detroit** and properly indicated by signs, signals, markings, or other devices as authorized by the ordinance provisions, and further, Provided, The traffic regulations listed in the communication above referred to shall be kept on file by the City Clerk in his/her office for reference and for inspection.

**TRAFFIC CONTROL DEVICES
INSTALLED AND DISCONTINUED**

February 16, 2019 - March 15, 2019

<u>HANDICAPPED PARKING SIGNS</u>	<u>DATE INSTALLED</u>
Burns ES in front of 4524 Burns	03/11/2019
Ogden ES in front of 5910 Ogden	03/11/2019
Lafayette W NS @ 159 W/O Cass W C/L	03/06/2019
Gartner SS in front of 8037 Gartner	02/25/2019
Grand Blvd W WS in front of 1351	02/25/2019
Grand Blvd W	
Campbell WS in front of 2239 Campbell	02/18/2019
Stair WS in front of 2359 Stair	02/18/2019

<u>PARKING PROHIBITION SIGNS</u>	<u>DATE INSTALLED</u>
Conner ES from 1658 to 1973 N/O Charlevoix "No Standing (Symbol)"	03/15/2019
Shelby WS btw State and 68 S/O State "No Parking No Standing No Stopping"	03/15/2019
Shelby ES btw End of Street to State "No Parking No Standing No Stopping"	03/15/2019
Livernois ES btw 205 and Otis "No Standing Here to Corner"	03/13/2019
Alpena WS btw Casmere & 50 S/O Casmere "No Parking No Standing No Stopping"	03/05/2019
Alpena WS btw 244 S/O Casmere & Harold "No Standing Here to Corner"	03/05/2019
Alpena WS btw Harold & 49 S/O Harold "No Parking No Standing No Stopping"	03/05/2019
Alpena WS btw 240 S/O Harold and Prescott "No Parking No Standing No Stopping"	03/05/2019
Alpena WS btw Prescott & 30 S/O Prescott "No Parking No Standing No Stopping"	03/05/2019
Wyoming ES btw 82 N/O Seven Mile to Cambridge "No Parking No Standing No Stopping"	03/05/2019

PARKING REGULATIONS SIGNS

None

DATE
INSTALLED

TRAFFIC CONTROL SIGNS

None

DATE
INSTALLED

TURN CONTROL SIGNS

None

DATE
INSTALLED

STOP SIGNS

None

DATE
INSTALLED

YIELD SIGNS

None

DATE
INSTALLED

ONE WAY SIGNS

None

DATE
INSTALLED

SPEED LIMIT SIGNS

None

DATE
INSTALLED

DISCONTINUED

HANDICAPPED PARKING SIGNS

DATE DIS- CONTINUED

Livernois ES in front of 2740 Livernois	03/12/2019
Trenton WS in front of 5817 Trenton	03/11/2019
Bushey ES in front of 3738 Bushey	02/22/2019
Tracey ES in front of 16636 Tracey	02/20/2019

PARKING PROHIBITION SIGNS

DATE DIS- CONTINUED

Conner ES from 240 to 608 N/O Charlevoix "No Standing (Symbol)"	03/15/2019
Conner ES from 91 to 119 N/O Forest "No Standing (Symbol)"	03/15/2019
Conner ES from 290 to 710 N/O Warren "No Standing (Symbol)"	03/15/2019
Livernois ES btw John Kronk & 177, N/O John Kronk "No Standing (Symbol)"	03/13/2019
Livernois ES btw 1500 N/O Warren to Tireman S C/L "No Standing (Symbol)"	03/13/2019
Livernois ES btw 357 & 480, N/O Toledo "No Standing (Symbol)"	03/12/2019
Wyoming ES btw 71' N/O Mackenzie & Joy "No Parking (Symbol)"	03/11/2019
Wyoming ES btw 44' and 552' N/O Oakman "No Standing (Symbol)"	03/11/2019
Wyoming ES btw 130' N/O Orangelawn and Beechdale "No Parking (Symbol)"	03/11/2019
Wyoming ES btw 578 N/O Westfield and Chicago W "No Standing (Symbol)"	03/11/2019

PARKING REGULATION SIGNS

DATE DIS-
CONTINUED

Schaefer ES btw 80' N/O Margareta to
Clarita

02/21/2019

"No Standing 4-6PM MON-FRI"

Schaefer ES btw N/O Pickford to Margareta

02/21/2019

"No Standing 4-6PM MON-FRI"

TRAFFIC CONTROL SIGNS

DATE DIS-
CONTINUED

None

TURN CONTROL SIGNS

DATE DIS-
CONTINUED

None

STOP SIGNS

DATE DIS-
CONTINUED

None

YIELD SIGNS

DATE DIS-
CONTINUED

None

ONE WAY SIGNS

DATE DIS-
CONTINUED

None

SPEED LIMIT SIGNS

DATE DIS-
CONTINUED

None



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
ADMINISTRATION DIVISION



COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 611
DETROIT, MICHIGAN 48226
(313) 224-3901 • TTY:711
(313) 224-1464
WWW.DETROITMI.GOV

April 22, 2019

THE HONORABLE CITY COUNCIL:

**RE: Traffic Control Devices
Installed and Discontinued**

We are submitting a list of traffic control devices that were installed and discontinued during the period of **March 16, 2019 – April 15, 2019**, to your Honorable Body for approval.

Respectfully

Ron Brundidge
Director
Department of Public Works

RB/AP/ss

Xc: Mayor's Office
Municipal Parking Department
Ashok Patel, City Traffic Engineer



BY COUNCIL MEMBER _____

RESOLVED, That the traffic regulations, as listed in Communications from the Department of Public Works dated **March 16, 2018 - April 15, 2019**, and the discontinuance of restrictions as listed therein, be and the same are hereby approved and confirmed and further, RESOLVED, That any regulation or restriction in conflict with the foregoing be and the same is hereby rescinded.

Provided, That the traffic regulations adopted pursuant to the Ordinance provisions of **Section 55-1-8, 55-1-9, and 55-1-11 of Chapter 55, Article 1, of the Code of Detroit** and properly indicated by signs, signals, markings, or other devices as authorized by the ordinance provisions, and further, Provided, The traffic regulations listed in the communication above referred to shall be kept on file by the City Clerk in his/her office for reference and for inspection.

**TRAFFIC CONTROL DEVICES
INSTALLED AND DISCONTINUED**

March 16, 2019 - April 15, 2019

<u>HANDICAPPED PARKING SIGNS</u>	<u>DATE INSTALLED</u>
Woodmont WS in front of 6807 Woodmont	04/15/2019
Montgomery SS in front of 3317 Montgomery	04/13/2019
Ryan ES in front of 20120 Ryan	04/12/2019
Harold NS in front of 3917 Harold	04/11/2019
Newberry NS in front of 5836 Newberry	04/11/2019
Lansing WS in front of 1555 Lansing	04/10/2019
Waltham WS in front of 20095 Waltham	04/03/2019
Hartford ES in front of 6380 Hartford	04/03/2019
Bushey ES in front of 3738 Bushey	04/01/2019
Casgrain ES in front of 1709 Casgrain	04/01/2019
Dean ES in front of 18850 Dean	04/01/2019
Proctor ES in front of 6084 Proctor	04/01/2019
Burgess WS in front of 19701 Burgess	03/29/2019
Longacre ES in front of 9068 Longacre	03/29/2019
Pembroke NS in front of 21221 Pembroke	03/29/2019
Steel WS in front of 16573 Steel	03/29/2019
Griggs ES in front of 18062 Griggs	03/28/2019
Warren W btw 168' and 188' E/O Mettetal	03/27/2019
Holmur WS @ 190' S/O Ewald Circle	03/21/2019
Carrie ES in front of 7874 Carrie	03/21/2019
Northlawn WS in front of 12325 Northlawn	03/20/2019

<u>PARKING PROHIBITION SIGNS</u>	<u>DATE INSTALLED</u>
Antietam SS btw Orleans & St Aubin	04/09/2019
"No Parking (Symbol)"	
Antietam NS btw St Aubin & Orleans	04/09/2019
"No Parking (Symbol)"	
Guoin NS btw 410' & 78' w/o Jos Campau	03/26/2019
"No Parking No Standing No Stopping"	
St Cyril WS btw Marcus & Georgia	03/22/2019
"No Parking No Standing No Stopping"	

PARKING PROHIBITION SIGNS**DATE
INSTALLED**

Alpena WS btw Casmere & Harold
"No Parking No Standing No Stopping"

03/18/2019

Alpena WS btw Harold & Prescott
"No Parking No Standing No Stopping"

03/18/2019

Alpena WS btw Prescott & Caniff
"No Parking No Standing No Stopping"

03/18/2019

PARKING REGULATIONS SIGNS**DATE
INSTALLED**

Warren W btw 110' & 188' E/O Mettetal
"Parking 15 Minutes"

03/27/2019

Eighth WS btw Cherry & Plum
"Loading Zone Commercial Vehicles Only
7AM-6PM"

03/20/2019

TRAFFIC CONTROL SIGNS**DATE
INSTALLED**

None

TURN CONTROL SIGNS**DATE
INSTALLED**

None

STOP SIGNS**DATE
INSTALLED**

Casino to govern EB & WB Lanark @ Casino
"Stop"

04/09/2019

Dorothy to govern NB & SB Dwyer @ Dorothy
"Stop"

04/09/2019

YIELD SIGNS

None

DATE
INSTALLED

ONE WAY SIGNS

None

DATE
INSTALLED

SPEED LIMIT SIGNS

None

DATE
INSTALLED

DISCONTINUED

HANDICAPPED PARKING SIGNS

Hartford ES in front of 6380 Hartford
Homer NS in front of 8424 Homer
Casgrain ES in front of 1721 Casgrain
Grand Blvd W WS in front of
1351 Grand Blvd W
Bushey WS in front of 3743 Bushey
Gray ES in front of 4386 Gray
Greenlawn ES in front of 17528 Greenlawn

DATE DIS-
CONTINUED

04/10/2019
04/02/2019
04/01/2019
04/01/2019

03/26/2019
03/20/2019
03/18/2019

PARKING PROHIBITION SIGNS**DATE DIS-
CONTINUED**

Conner WS from McNichols E to Charlemagne "No Standing (Symbol)"	04/15/2019
Conner ES from 52 to 213 N/O Hern "No Standing (Symbol)"	03/19/2019
Conner ES from 155 to 560 N/O Chandler Park Dr "No Standing (Symbol)"	03/19/2019
Conner ES from 214 to 285 N/O Edsel Ford NSD "No Standing (Symbol)"	03/19/2019
Conner ES from 21 to 209 "No Standing (Symbol)"	03/19/2019
Conner ES from 70 to 1432 N/O Frankfort "No Standing (Symbol)"	03/19/2019
Conner ES btw Mack & Mack Serv. Dr. "No Standing (Symbol)"	03/18/2019

PARKING REGULATION SIGNS**DATE DIS-
CONTINUED**

None

TRAFFIC CONTROL SIGNS**DATE DIS-
CONTINUED**

None

TURN CONTROL SIGNS**DATE DIS-
CONTINUED**

None

STOP SIGNS**DATE DIS-
CONTINUED**

None

YIELD SIGNS

None

DATE DIS-
CONTINUED

ONE WAY SIGNS

None

DATE DIS-
CONTINUED

SPEED LIMIT SIGNS

None

DATE DIS-
CONTINUED

41

MEMORANDUM

TO: Gary Brown, Director
Detroit Water and Sewerage Department

Ron Brundidge, Director
Department of Public Works

VIA: Scott Benson, Chair
Public Health and Safety Standing Committee

FROM: Janee' Ayers, Vice Chair
Public Health and Safety Standing Committee

DATE: May 2, 2019

RE: Flooding on Lawndale and Fort Street

Constituents have called regarding flooding on Lawndale and Fort street; specifically, under the train bridge and the I-75 bridge. I am requesting the respective departments to please inspect the flooding at the aforementioned locations.

If you have any questions, please do not hesitate to contact my office at (313)-224-4248.

Thank you for your time and effort,

Janee' Ayers
Detroit City Council

cc: Colleagues
City Clerk

CITY CLERK 2019 MAY 5 PM3:53



MEMORANDUM

TO: Boysie Jackson, Chief Procurement Officer
Lawrence Garcia, Corporation Council
David Massaron, CFO

FROM: Hon. Scott Benson, City Council District 3

CC: Hon. Janee Ayers, Chair, BF&A Standing Committee
Hon. Janice Winfrey, City Clerk
David Whitaker, Director, LPD
Joel Howrani Heeres, Director, Office of Sustainability
Stephanie Washington, City Council Liaison

VIA: Hon. Brenda Jones, City Council President

DATE: 1 May 2019

RE: GREEN PURCHASING ORDINANCE MODIFICATION

I am requesting the following modification to the green purchasing ordinance, which will make it easier for the City of Detroit to purchase earth friendly products by providing a sustainability bonus for the procurement of these items over environmentally detrimental goods. The suggested change is below in redline.

Sec. 18-5-14. - Policy encouraging purchase of environmentally-preferable goods and services; preference for bidders offering environmentally- preferable goods and services; criteria.

(1) Where the price of environmentally-preferable goods is lower than the price of goods that are not environmentally-preferable, the environmentally-prefer- able goods shall be given preference;

(2) Where the price of environmentally-preferable goods is equal to the price of goods that are not environmentally-preferable, the environmentally-preferable goods shall be given preference; and

~~(3) Where the price of environmentally-preferable goods is higher than the price of goods that are not environmentally-preferable, the goods that are not environmentally-preferable shall be given preference.~~

(3) Where the price of environmentally-preferable goods is higher than the price of goods that are not environmentally-preferable, the goods that are environmentally-preferable shall be given preference if their price is within 10% of the not environmentally-preferable items.

(4) Where the price of environmentally-preferable goods is 10.1% higher than the price of goods that are not environmentally-preferable, the goods that are not environmentally-preferable shall be given preference.

Please provide a response by 15 May 2019. If you have any questions do not hesitate to contact my office at, 313-224-1198

SRB



City of Detroit


COUNCILMAN SCOTT R. BENSON

CITY CLERK 2019 MAY 7 AM 10:27

43

MEMORANDUM

TO: Ron Brundidge, Director, DPW
Gary Brown, Director, DWSDr

FROM: Scott Benson, City Council District 3 

CC: Hon. Janice Winfrey, City Clerk
David Whitaker, Director, LPD
Stephanie Washington, Mayor's Office

VIA: President Brenda Jones, Detroit City Council

DATE: 6 May 2019

RE: **WATER POOLING AT INTERSECTION OF CUSHING & EASTBURN**

My office has received several complaints regarding the water that pools at the intersection of Cushing and Eastburn after every rain event. This occurs year round and causes icing dangers in the winter. Please take a look at the grading and catch basins in the area and address this issue.

My office requests a report by 1 June 2019. Thank you in advance for your assistance on this matter.

SRB

44

MEMORANDUM

TO: Angelica Jones, Interim Director
Detroit Department of Transportation (DDOT)

VIA: Scott Benson, Chair
Public Health and Safety Standing Committee

FROM: Roy McCalister, Jr., Member
Public Health and Safety Standing Committee

DATE: May 6, 2019

RE: DDOT Remanufactured Engines and Transmissions

I had several questions concerning line item #22 from today's Public Health and Safety Standing Committee Meeting. I would like to know how many coaches are currently in the DDOT fleet and what is the age of those coaches?

With regard to the extended warranty on the Cummins Remanufactured Engines and Transmissions, I am concerned about the length and terms of the warranty. What is the current average annual mileage that DDOT coaches are accruing?

With regard to midlife coaches, on average, how many miles are they accruing before requiring an engine and transmission rebuild? How many miles, on average, can a coach with a rebuilt powertrain be expected to accrue before having to be taken out of service?

If you have any questions, please contact my office at 313-224-4535.

Thank you,

Roy McCalister, Jr.
Detroit City Council

CC: Colleagues
City Clerk
Stephanie Washington, Mayor's Office

43

MEMORANDUM

TO: Lawrence Garcia, Corporation Counsel
Law Department

Keith Hutchins, Director
Municipal Parking Department

VIA: Scott Benson, Chair
Public Health and Safety Standing Committee

FROM: Roy McCalister, Jr., Member
Detroit City Council

DATE: May 6, 2019

RE: Joe Louis Parking Garage

I would like clarity on the measures that have been implemented to ensure that the contractor responsible for the capital repairs to the Joe Louis Arena Parking Garage is being held accountable to provide quality work in a timely fashion.

Also, I would like to know what exactly is the law department's role in holding the contractor accountable for the terms agreed upon in the original contract?

Fiscally, what is the timeline the JLA Parking Garage becoming a revenue generating asset?

If you have any questions, please contact my office at 313-224-4535.

Thank you,

Roy McCalister, Jr.
Detroit City Council

CC: Colleagues
City Clerk
Stephanie Washington, Mayor's Office

**TESTIMONIAL
RESOLUTIONS
AND SPECIAL
PRIVILEGE**

Testimonial Resolution

#109

ARLUE MOORE, JR.

90th Birthday Celebration

WHEREAS

Arlue Moore, Jr. was born May 4, 1929 in Tupela, Mississippi to the union of Mr. and Mrs. Arlue Moore Sr. He migrated to Detroit at the age of twelve; **and**

WHEREAS

Arlue Moore Jr. excelled in football, boxing, and most notably, track and field while in high school. He was the 880 State Champion, now referred to as the 800 meter race, in the 1947-1948 season. It was said by his former coach that he was, "the best track man I ever coached"; **and**

WHEREAS

Arlue Moore Jr. graduated and began working at Chrysler Corporation at the Dodge Truck location. After about a year of working he made a bold decision to join the military. He served in the Korean War with the Battery C 34th AAA Gun Battalion as a Continue Wave Radio Operator (Morse code) in Japan and Korea. While serving he earned several medals and awards for his accomplishments including five bronze medals representing five major battles in the Korean War. He was honorably discharged in 1953 as Corporal; **and**

WHEREAS

Arlue Moore Jr. was a devoted husband and father. He met and married the love of his life Florence Barnes in 1955. This union was blessed with three sons. While employed with Chrysler he also worked at New Receiving Hospital in the City of Detroit. After gleefully laboring, he retired from both jobs in 1989; **and**

WHEREAS

Arlue Moore, Jr. is a dedicated and active Christian at Oak Grove A.M.E. Church in Detroit. He serves as a morning greeter and a singer in the Master's Men Ministry. He has created a life, reared his children and most importantly, remained loyal to the City of Detroit decade after decade; **THEREFORE, BE IT**

RESOLVED

That the Office of Councilman Scott Benson and the Detroit City Council wishes Arlue Moore Jr. a happy 90th Birthday Celebration. May God continue to bless you in all of your endeavors.



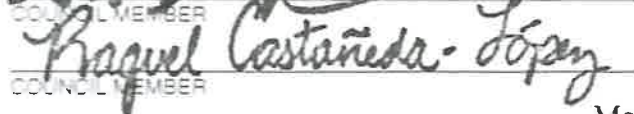
COUNCIL PRESIDENT



COUNCIL PRESIDENT PRO TEM



COUNCIL MEMBER



COUNCIL MEMBER



COUNCIL MEMBER



COUNCIL MEMBER



COUNCIL MEMBER

May 4, 2019

DATE

DETROIT CITY COUNCIL

110

Testimonial Resolution

PASTOR RICHARD W. MCCLENDON

September 29, 1928 – April 27, 2019

In Memoriam

- WHEREAS** Pastor Emeritus Richard W. McClendon was born September 29, 1928 in Memphis, Tennessee. He was baptized at an early age; **and**
- WHEREAS** Pastor Emeritus Richard W. McClendon entered the ministry in 1946. In order to advance in the Word of God he enrolled in various schools. In 1969 he received a Bachelor of Theology from J.L. Campbell School of Religion. By 1986 he earned a Masters of Divinity from the Tennessee School of Religion. He also studied at the Faith Evangelistic Christian School in Anderson, South Carolina where he earned a Masters of Divinity and Doctorate of Philosophy in Theology; **and**
- WHEREAS** Pastor Emeritus Richard W. McClendon was charged with leading several congregations. He was the Pastor of Prosperity Baptist Church in Bartlett; Mt. Olive and Grace Baptist Churches in Memphis and Woodlawn Baptist Church in Brownsville, Tennessee. He also led the congregation at New Light Baptist Church in Toledo, Ohio. He was elected the Pastor of Lemay Baptist Church on May 13, 1967. The church was renamed First Progressive Missionary Baptist Church and he retired May 2011; **and**
- WHEREAS** Pastor Emeritus Richard W. McClendon dedicated his life to spreading the gospel to the community. His goal was to provide training to young ministers and lay people. Tennessee School of Religion formed an extension in 1985. He served as the Chancellor; **and**
- WHEREAS** Pastor Emeritus Richard W. McClendon was a devoted husband, father, grandfather and great-grandfather. He was married to the love of his life Miss Jean Studevant. This union was blessed with two beautiful daughters Bonita and Sarita; **and**
- WHEREAS** It being the will of our Lord to call our beloved home after a long life of service, Pastor Emeritus Richard W. McClendon transitioned from this life, from labor to reward on April 27, 2019: **THEREFORE, BE IT RESOLVED**
- RESOLVED** That the Office of Councilman Scott Benson and Detroit City Council expresses their deepest condolences and share the sympathy in the loss of your loved one, *Pastor Emeritus Richard W. McClendon*. Your loss is heaven's gain. May God bless you and comfort you during this time and always.

Brenda Jones
COUNCIL PRESIDENT

Mary Suffer
COUNCIL PRESIDENT PRO TEM
Jan L. Long
COUNCIL MEMBER
Scott Benson
COUNCIL MEMBER
Raquel Castañeda-Josay
COUNCIL MEMBER

Steve McLean
COUNCIL MEMBER
Brenda Jones
COUNCIL MEMBER
Scott Benson
COUNCIL MEMBER
James Gato
COUNCIL MEMBER

May 4, 2019

DATE

Testimonial Resolution



Honoring

Mother Lurene O'Neal Brooks

- WHEREAS,** **MOTHER LURENE O'NEAL BROOKS** has served at the Northend Church Of God In Christ since the age of ten-years old. **LURENE O'NEAL** was born on January 9, 1941, to the late Prince and Verly B. Moore O'Neal. **LURENE** was educated in the Detroit Public Schools system. She graduated from Central High School in 1959; **and**
- WHEREAS,** Driven by her quest for knowledge, she began a pursuit of higher education attending the Michigan Development Training Academy (MDTA) Nursing School and graduated in 1969. **LURENE** was employed as a Clinical Nurse at the Henry Ford Health System for more than thirty years. She also served on the Nurse Practice Committee and was Chairperson of the Social Committee; **and**
- WHEREAS,** In 1956, at the age of fifteen, **LURENE** accepted the Lord as her personal Savior and received the Baptism of the Holy Ghost. Fully committed to her Faith, being saved and living for the Lord is more important to her than anything else. **MOTHER LURENE** has devoted herself to a number of initiatives at her spiritual home, which started with teaching the Sunday school card class. She faithfully serves God, her family, church and community as a Speaker, Teacher, Prayer Warrior, Advisor and Servant. Her motto is, "Saved to Serve." **MOTHER LURENE** attended the Toledo Bible College and has received several certificates from bible and religious correspondent classes; **and**
- WHEREAS,** **MOTHER LURENE** became a licensed Deaconess Missionary in 1980 and a licensed Evangelist Missionary in 1983, under the leadership of the late Bishop John Seth Bailey and State Mother, Mary Lou Belvin. In January 1999, **LURENE O'NEAL BROOKS** was appointed to serve as the Church Mother of Northend Church of God in Christ by the late pastor, Elder Wallace M. Cryor. She continues to serve with her present pastor, Bishop Willie B. Toone. **MOTHER LURENE** has served the Church of God in Christ for more than sixty-seven years in various positions, including at local, district, jurisdiction and national levels. **MOTHER LURENE** was married to the late minister, Donald V. Brooks for more than thirty-five years. She is the mother of one daughter, Donna Raylynn. **LURENE O'NEAL BROOKS** is listed in the Cambridge Who's Who 2008-2009. Her loyal dedication to God and her leaders is exemplified throughout her work in the ministry of the Church of God in Christ on all levels. **NOW, THEREFORE BE IT**
- RESOLVED,** That the **Detroit City Council** and office of **Council President Brenda Jones**, presents this Testimonial Resolution to **MOTHER LURENE O'NEAL BROOKS** on this Mother's Day 2019, in recognition of her service as Church Mother of the Northend Church of God in Christ.

Mary Shuffel
COUNCIL PRESIDENT PRO TEM
James J. Lynn
COUNCIL MEMBER
Scott R. [Signature]
COUNCIL MEMBER
Raquel Castañeda-Joppy
COUNCIL MEMBER

Brenda Jones
COUNCIL PRESIDENT

Dale [Signature]
COUNCIL MEMBER
[Signature]
COUNCIL MEMBER
James J. [Signature]
COUNCIL MEMBER
James J. [Signature]
COUNCIL MEMBER

May 12, 2019
DATE

Testimonial Resolution

112

Commerce-East Commerce High School 60th Anniversary

- WHEREAS** The 1959 Alumni of **Commerce-East Commerce High School** will celebrate their milestone 60th Anniversary, May 18, 2019 at the Charles H. Wright African American Museum, Detroit, Michigan. The **Commerce-East Commerce High School** was an exceptional, one of a kind, business high school in the city of Detroit. The vision of the Commerce High School was to prepare students to be business professionals in the 21st Century. After graduating, many Co-op students were hired as fulltime employees in Corporations that are still operating in the city of Detroit. The last graduating class was June 1964; **and**
- WHEREAS** **Commerce-East Commerce High School** has a rich history. Generations of Detroit's best and brightest students walked the halls. In addition, **Commerce-East Commerce** and Cass Technical High School had mutual architectural foundations. The two schools were connected by a bridge known as "The Victory Memorial Arch." The bridge was dedicated to the City of Detroit's high school student who died in World War I..."Some gave, and some gave all"; **and**
- WHEREAS** Although the **Commerce-East Commerce High School** no longer exists, the legacy still lives on and for over forty years, annual luncheons have been held. The Commerce-East Commerce High School Alumni awarded as much as \$3000 in scholarship funds to the city of Detroit students who qualified. The Commerce-East Commerce High School Alumni had its last Annual Luncheon on May 26, 2018. Listed in the 1959 Alumni 60th Anniversary souvenir book are the names of students, the year awarded and the amount of the scholarship. **NOW, THEREFORE BE IT**
- RESOLVED** That the **Detroit City Council and Office of Council President Brenda Jones** would like to take this time to extend Congratulations on this wonderful occasion as you celebrate your milestone, Happy 60th Anniversary!

Mary Sheffield
COUNCIL PRESIDENT PRO TEM
Jay L. Byrd
COUNCIL MEMBER
Leon B.
COUNCIL MEMBER
Raquel Castañeda-Jópez
COUNCIL MEMBER

Brenda Jones
COUNCIL PRESIDENT

Dante L. L.
COUNCIL MEMBER
[Signature]
COUNCIL MEMBER
[Signature]
COUNCIL MEMBER
[Signature]
COUNCIL MEMBER

May 18, 2019

DATE

Testimonial Resolution In Memoriam for Sergeant Albert Norman Washington

December 20, 1944 - April 29, 2019

Submitted by Councilman Gabe Leland

WHEREAS Albert Washington was born to the late Walter and Barbara Washington in Yonkers, New York with an identical twin brother, Robert the youngest of six children, Walter, Gloria, Loretta and Barbara; **and**

WHEREAS Sergeant Albert Washington was enlisted into the Marines to serve his country March 26, 1964 based in Camp LeJeune California. While serving he received a Presidential Unit Citation, Good Conduct Medal 1st Award, National Defense Service Medal, Vietnam Service Medal w/3*, Vietnam Campaign Medal w/device, Rifle Marksman Badge, Pistol Sharpshooter Badge and Rank as Sergeant until his honorable discharge September 25, 1968; **and**

WHEREAS Sergeant Albert Washington was a respected and honorable member of the Montford Point Marine Detachment #158 and lovable advocate for the community. A man of pride and dedication who used his knowledge, wisdom and skills as a Marine in his everyday life. He was an attendant for Toys for Tots for thirteen years, playing Santa Clause for children since 1993 as well as a devoted member of New Liberty Baptist Church. A man of great morals and values he was strong mentally, physically and as a true Marine he fought a great fight; **and**

WHEREAS Sergeant Albert made his transition on Monday, April 29, 2019, as a warrior. He leaves to cherish his memory, his loving and devoted wife Carolyn; daughters Serena, Sharlene, Barbara and his son Albert Jr.; ten grandchildren and a host of family, friends and Marine Love. **NOW THEREFORE, LET IT BE**

RESOLVED That Councilman Gabe Leland and Members of Detroit City Council hereby join family and friends in celebrating the life and legacy of *Sergeant Albert Norman Washington*. May the memories of his love, faith, and hard work be cherished always and continue to fill the hearts of his many love ones.

05.09.19 - tcb

CITY CLERK 2019 MAY 8 PM 3:34

MAY 9, 2019

114

Testimonial Resolution In Memoriam for K-9 Gunner March 27, 2009 - February 14, 2019

Submitted by Councilman Gabe Leland

WHEREAS K-9 Gunner began his career with the Wayne County Sheriff Office in 2010. Gunner was assigned to his handler Deputy Rick Cadez in the Wayne County Sheriff Narcotics Unit and was trained as a full-service Narcotics Police K-9. Gunner was trained in Narcotics detection, tracking, building search, handler protection, and obedience; **and**

WHEREAS K-9 Gunner was reassigned in December 2012 to the Wayne County Sheriff Road Patrol Unit and his new handler Deputy Richard Brooks. While assigned to Deputy Brooks, K-9 Gunner has had several successful suspect tracks. One of Gunners most memorable tracks was when he tracked a suspect from a crime scene to an attic of a home where the suspect was hiding; **and**

WHEREAS K-9 Gunner has had several narcotic finds in vehicles and homes. K-9 Gunner has narcotic money forfeitures totaling well over \$100,000.00. From finding hidden compartments in semi-trucks, to apprehending several fleeing suspects, K-9 Gunner has always been ready to put himself on the front line to fight crime; **and**

WHEREAS K-9 Gunner was an irreplaceable asset in fighting crime, he was a valuable addition in the community policing efforts by the Sheriff's office. Gunner made several appearances in schools, businesses, and special events throughout Wayne County. Gunner made an appearance at several Camp 911 events held every summer. Gunner would always make new friends at each appearance with his kind and loving demeanor. These positive interactions assisted with the community policing efforts by the Sheriff's Office. All of Gunners new friends left with smiles and often selfies with Gunner; **and**

WHEREAS K-9 Gunner would often be found in citizens social media post about their positive interactions with the Deputies and K-9 Gunner. Gunner loved his job at the Wayne County Sheriff Office and was retired on 12-13-18. Gunner spent his retirement with his loving family. Gunner had a special bond with each family member and friend he had. Gunner was even included in Marissa's senior pictures and her yearbook; **and**

WHEREAS K-9 Gunner could be found at home carrying around one of many toys. All of Gunners toys had different names. If you told him to get a toy by name, he would bring you that specific toy. If you came to visit, he would grab his tug toy and you would have to play tug of war with him before you left the house. This was a Gunner rule; **and**

WHEREAS K-9 Gunner was a phenomenal partner that excelled at everything he did. His greatest accomplishment was his ability to have people instantly fall in love with him the minute they met him. Gunner passed away suddenly on 02-14-19 from a heart tumor. Gunner will be greatly missed by all that knew him. **NOW THEREFORE, LET IT BE**

RESOLVED That Councilman Gabe Leland and Members of Detroit City Council hereby acknowledge **Gunner** as a full service Narcotics Police K-9 and all his successes fighting crime. We join the Wayne County Sheriff's Office in celebrating all Gunner's accomplishments.

05.11.19 - tcb

CITY CLERK 2019 MAY 9 PM 3:03

MAY 11, 2019